

**Collective Agreement**

**between**

**THE DISTRICT SCHOOL BOARD OF NIAGARA**

**and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS'  
FEDERATION (DISTRICT 22)  
(OCCASIONAL TEACHER BARGAINING UNIT)**

**(September 1, 2008 - August 31, 2012)**

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**ARTICLE 1      PURPOSE**

1.01                      It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the "Agreement") :

                            a)      To set forth reasonable and fair terms and conditions of employment and other related provisions together with salaries, allowances and related benefits to provide for the equitable settlement of all matters in dispute arising out of the interpretation of this Agreement.

                            b)      To maintain and improve harmonious relations between the Board and the Bargaining Unit.

                            c)      To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.

**ARTICLE 2      RECOGNITION**

2.01                      The District School Board of Niagara, hereinafter referred to as "the Board", recognizes the Ontario Secondary School Teachers' Federation, hereinafter referred to as "the Bargaining Unit", as the exclusive bargaining agent for all occasional teachers employed by the District School Board of Niagara in all its secondary schools.

2.02                      Part-time teachers employed under the Collective Agreement for regular day-school Secondary Teachers who are accepted by the Board for additional employment as occasional teachers shall be covered by this Agreement in respect of such Occasional Teaching employment. Part-time TBU Teachers who have agreed to

work as an occasional teacher shall be placed on the Occasional Teacher List upon hire as an occasional teacher.

2.03 The Board recognizes the Negotiating Committee of the Bargaining Unit as the official body to represent the Occasional Teachers in the secondary panel and to negotiate on their behalf.

2.04 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise or represent it in all matters pertaining to negotiation of this Agreement.

2.05 Up to four (4) occasional teachers serving on the Negotiating Committee shall receive salary for a maximum of five (5) days each spent negotiating with the Board's Negotiating Committee prior to conciliation, provided the time involved interrupts a planned teaching assignment or a call to teach on the day of negotiations.

2.06 Whenever the Board or agent of the Board deems it necessary to censure an occasional teacher for his or her professional conduct or competence as a teacher, the occasional teacher shall be entitled to be accompanied by a representative from OSSTF, District 22 at any meeting convened. The Board or its agent shall inform the occasional teacher of this entitlement prior to convening any such meeting. If the occasional teacher elects to have a representative from OSSTF, District 22 present, the meeting shall not take place until a representative is available. If the occasional teacher elects not to have an OSSTF, District 22 representative present, prior to the continuation of the meeting, the occasional teacher will be given the opportunity to call the President of OSSTF, District 22 (OTBU).

2.07 No occasional teacher under this Agreement shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement.

### **ARTICLE 3**      **TERM OF AGREEMENT**

- 3.01                      This agreement shall become effective September 1, 2008 unless otherwise specified upon the date of signing of the Agreement and shall remain in full force and effect until August 31, 2012 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications, of this agreement, in accordance with the *Ontario Labour Relations Act*.
- 3.02                      Notwithstanding 3.01 above, the parties, by mutual agreement, may commence negotiations for a renewal of the collective agreement prior to the ninety (90) day notice period.
- 3.03                      It is understood and agreed that in the event a new agreement has not been reached by the date of expiry of the present agreement, all terms and provisions of the present agreement shall continue in force and effect until such time as it is superseded by a new agreement in accordance with the provisions of the *Ontario Labour Relations Act*.
- 3.04                      This agreement shall form the basis of computing all salaries and other conditions for all members of the Bargaining Unit. Any amendments to this agreement shall be made in writing and by mutual consent of the parties in accordance with their respective procedures.

### **ARTICLE 4**      **DEFINITIONS**

- 4.01                      "Occasional teacher" shall bear the meaning given in the *Education Act*, as amended from time to time. The current meaning set out in the *Education Act* is as follows:
- "A teacher is an occasional teacher if he or she is employed to teach as a substitute for a teacher or temporary teacher who is or who was employed by the board in a position that

is part of its regular teaching staff including continuing education but,

a) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and

b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins."

4.02 "Short-term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is ten (10) consecutive teaching days or less.

4.03 "Long-Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is longer than ten (10) consecutive teaching days.

4.04 "Probationary Occasional Teacher" shall mean an Occasional Teacher who has been on the Occasional Teacher List for less than one (1) year from the day they are appointed to the Occasional Teacher List.

4.05 "Day(s)" shall mean the school day as defined in the *Education Act* and Regulations.

4.06 "Occasional Teacher" means an occasional teacher who holds a valid Ontario Teacher's Certificate or equivalent and is a member in good standing with the Ontario College of Teachers.

4.07 "Negotiating Committee" refers to the body of duly constituted representatives according to the Constitution and By-Laws of the Bargaining Unit.

4.08 "Occasional Teacher List" means a list of all occasional teachers who have been accepted by the Board to teach as occasional teachers in the secondary panel of the

District School Board of Niagara and shall be deemed to include those individuals as provided for in Article 2.02.

**ARTICLE 5**      **MANAGEMENT RIGHTS**

5.01                                      The Board has the right to manage its school system and all rights shall remain exclusively with the Board except as specifically limited by the provisions of this agreement and the statutes and regulations pertaining to education in the Province of Ontario. Without restricting the rights set out above, the Bargaining Unit recognizes the right of the Board to:

- a)        Hire, direct and place all occasional teachers. To discipline, suspend and discharge, for just cause, any occasional teacher subject to the right of the Bargaining Unit to lodge a grievance on behalf of the occasional teacher in a manner and to the extent herein provided;
  
- b)        To determine, plan and control the nature and the quality of teaching programmes and subjects to be taught in the school system;
  
- c)        To operate and manage its school system in accordance with its obligations and to make and alter, from time to time, policies and procedures to be observed by the occasional teachers, which policies and procedures shall not be inconsistent with the provisions of this Agreement.

5.02                                      Current Board policies are available electronically to OSSTF, District 22 - Occasional Teacher Bargaining Unit and all members covered by this Collective Agreement.

**ARTICLE 6**      **DUES CHECK-OFF**

6.01                                      The Board shall deduct from the salary of each occasional teacher OSSTF dues in accordance with the constitution and by-laws of OSSTF. Dues deducted under this Article shall, no later than the fifteenth (15<sup>th</sup>) day of the month following the date on which the deductions were made, be remitted to the Treasurer of OSSTF at 60 Mobile

Drive, Toronto, Ontario M4A 2P3. The payment shall be accompanied by a dues submission list showing the names, wages earned, number of days worked and dues deducted.

6.02

The Board shall deduct from the salary of each occasional teacher a Local dues levy (when notified by the Bargaining Unit) for every pay period for which an occasional teacher receives a pay cheque an amount to be stipulated to the Board by the Bargaining Unit in accordance with the constitution and by-laws of the Bargaining Unit. The amount of the levy to be deducted shall be stipulated in writing to the Board immediately following any amendment. The Board will implement any changes in such dues in the first available pay period following such notice or at such later date as may be mutually agreed.

Dues deducted under this Article shall, no later than the fifteenth (15<sup>th</sup>) day of the month following the date on which the deductions were made, be remitted to the Treasurer of District 22 Niagara OSSTF at the District 22 Office. The payment shall be accompanied by a dues submission list showing the names, wages earned, number of days worked and dues deducted.

6.03

OSSTF Provincial Office and/or OSSTF District 22 as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF Provincial Office and/or OSSTF District 22.

## **ARTICLE 7      NO DISCRIMINATION**

7.01

The Board and the Bargaining Unit agree that there shall be no discrimination, interference, restraint or coercion exercised or practised upon any occasional teacher because of membership in the Bargaining Unit. The Board recognizes its obligations to fulfill all of the statutory requirements contained within the *Human Rights Code*.



**ARTICLE 8            NO STRIKES - NO LOCKOUTS**

8.01                                The Board agrees that there shall be no lock-out of occasional teachers and the Bargaining Unit agrees that there shall be no strike action so long as this Agreement continues to operate. Lockout and strike shall be defined in the *Ontario Labour Relations Act*, as amended from time to time.

8.02                                In the event of a strike by employees of the Board other than Members of District 22 (OTBU), the Board and District 22 (OTBU) recognize the following considerations :

(a)        Members of District 22 (OTBU), employed by the Board are bound to honour the terms and conditions of the Collective Agreement under which they have been hired, subject to applicable legislation and regulations;

(b)        Where other Board employees are on strike and picket a Board operated or owned facility, a Member of District 22 (OTBU) is in breach of their employment with the Board if the Member fails to enter the Board operated or owned facility and carry on their duties, unless prevented from doing so due to circumstances beyond the Member's control;

(c)        A Member of District 22 (OTBU) is not in breach of their employment with the Board if the Member refuses to enter a Board operated or owned facility that is closed by the Medical Officer of Health;

(d)        A Member of District 22 (OTBU) shall, if directed, be required to fulfill their professional duties, subject to the Acts and Regulations, at another location designated by the Board;

(e)        When other Board employees are on strike, a Member of District 22 (OTBU) shall carry on their regular professional duties to the best of the Member's ability

without assuming functions that are normally discharged by the Board employees on strike.

## **ARTICLE 9 CORRESPONDENCE**

9.01 All correspondence between the parties arising out of this collective agreement shall pass to and from the Director of Education or designate and to and from the President of District 22, OSSTF (OTBU) or designate. All electronic correspondence shall be addressed to the other party using the Board's FirstClass accounts.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

10.01 (a) It is the mutual desire of the parties that a complaint of an occasional teacher or Board shall be addressed as promptly as possible and at the lowest administrative level possible.

(b) If the complaint cannot be resolved informally by consultation, the grievance procedure set out herein shall constitute the formal procedure to settle the grievance.

10.02 (a) A grievance shall be determined as any difference of opinion involving the interpretation, application, administration, or alleged violation of any term, provision, or condition of this Agreement including any question as to whether a matter is arbitrable.

(b) A "party" shall be defined as :

(1) the Bargaining Unit

(2) the Board.

(c) "Days" shall mean regular school days unless otherwise indicated.

(d) "Individual Grievance" shall mean a grievance instituted by the Bargaining Unit on behalf of one of its members.

- (e) "Group Grievance" shall mean a grievance lodged by the Bargaining Unit on behalf of more than one of its members, all of whom are similarly affected.
- (f) "Policy Grievance" shall mean a grievance that has general application, i.e. not confined in scope to an individual, and may be lodged by either the Board or the Bargaining Unit.

10.03 The parties may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance/arbitration procedure.

10.04 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this Agreement.

10.05 There shall be no reprisals of any kind taken against any Board employee because of participation in the grievance or arbitration procedure under this Agreement.

10.06 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the occasional teacher or Bargaining Unit representative with the Principal or immediate supervisor. The occasional teacher has the right to OSSTF representation at any meeting. If the grievor is unable to resolve the complaint, the Bargaining Unit may file a formal grievance at Step 1.

10.07 The Bargaining Unit shall have the right to file an Individual or Group Grievance at Step 1, as set out below. The Bargaining Unit or Board shall the right to file a Policy Grievance at Step 1, as set out below.

(a) Step 1 (Individual or Group Grievance)

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may file a written grievance to the Human Resources Senior Manager. The Human Resources Senior Manager shall immediately notify the District Grievance Officer of the Superintendent in charge of the grievance. The appropriate Superintendent

(or designate) shall answer the grievance within ten (10) school days after receipt of the grievance.

The written grievance shall contain :

- (a) a description of how the alleged dispute is in violation of the Agreement; and
- (b) a statement of the facts to support the grievance; and
- (c) the relief sought; and
- (d) the signatures of the duly authorized officials of the Bargaining Unit of District 22, OSSTF (OTBU).

(b) Step 1 (Policy Grievance)

A policy grievance filed by District 22 (OTBU) at Step 1 shall be heard by the Superintendent of Human Resources (or designate) within twenty (20) school days. The Superintendent of Human Resources (or designate) shall answer the complaint, in writing, within ten (10) school days of the meeting.

- (c) A policy grievance filed by the Board at Step 1 shall be heard by the President of District 22 (OTBU) (or designate) within twenty (20) school days. The President of District 22 (OTBU) (or designate) shall answer the complaint, in writing, within ten (10) school days of the meeting.

10.08 (a) Step 2 (Individual or Group Grievance)

If no settlement is reached at Step 1, the Bargaining Unit of District 22, OSSTF, may, within ten (10) school days of receipt of reply of the appropriate Superintendent (or designate), file the matter with the Human Resources Senior Manager. The Director of Education (or designate) and official(s) deemed relevant to the matter, shall meet with the Bargaining Unit President (OTBU) (or designate) and the District Grievance Officer within ten (10) school days to consider the complaint. The Director of Education shall answer the complaint, in writing, within ten (10) school days of the meeting.

(b) Step 2 (Policy Grievance)

If the reply issued at Step 1 is unacceptable, the Bargaining Unit of District 22, OSSTF (OTBU), may, within ten (10) school days of receipt of reply of the appropriate Superintendent (or designate), file the matter with the Human Resources Senior Manager. A policy grievance filed by District 22 (OTBU) at Step 2 shall be heard by the Director of Education (or designate) within ten (10) school days. The Director of Education (or designate) shall answer the complaint, in writing, within ten (10) school days of the meeting.

- (c) If the reply issued at Step 1 is unacceptable, the Board may, within ten (10) school days of receipt of reply of the President of District 22 (OTBU) (or designate) file the matter with the District Grievance Officer. A policy grievance filed by the Board at Step 2 shall be heard by President of District 22 (OTBU) (or designate) within ten (10) school days. The President of District 22 (OTBU) (or designate) shall answer the complaint, in writing, within ten (10) school days of the meeting.

10.09

Step 3 - Arbitration

If the reply issued in Step 2 is unacceptable, either party may, within ten (10) school days of receiving the written reply, apply for arbitration and shall notify the other party in writing. Failure to proceed with notice for arbitration within the specified ten (10) school days period will result in forfeiture of rights to the arbitration procedure. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the other party either that it

accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to an Arbitration Board. Where two (2) appointees are so selected, they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an Arbitrator or if two appointees fail to agree upon a Chair within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear the grievance and shall issue a decision. The decision shall be final and binding upon the parties. The decision of the majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs. The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement. The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

Each of the parties shall bear the expenses of their nominee, and the parties shall jointly bear the expenses of the Chair/Sole Arbitrator.

## 10.10

### Grievance Mediation

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The time lines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the time lines in the

grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

10.11 In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the teacher on such terms they think fit and which they consider to be just and equitable.

10.12 Either party may request the presence of the grievor or any other necessary witnesses at any step of this procedure.

## **ARTICLE 11 JOB POSTINGS**

11.01 When long-term Occasional Teacher positions are known at least four (4) weeks in advance, the Board agrees to post the positions by grade and/or subject for a period of five (5) school days. Such posting requirement will have been fulfilled when notice of vacancy has been posted on the Board's external web site, with notification to the President of the Bargaining Unit electronically.

Occasional teachers applying for long-term Occasional Teacher positions will apply directly to the Principal in the school in which the vacant position exists, in accordance with application procedures established by the Superintendent of Human Resources.

The posting shall state the minimum preferred requirements for the position.

11.02 Postings for long-term Occasional Teacher positions known at least four (4) weeks in advance between September 15 and June 20 will appear on the Board's external web site. Occasional teachers applying for long-term Occasional

Teacher positions will apply directly to the Principal in the school in which the vacant position exists, in accordance with application procedures established by the Human Resources Department. Vacancies which occur from the period June 20 to September 15 will be filled by the Board from the Board's Occasional Teacher List.

- 11.03 A screening of applicants and interview process will be conducted.
- 11.04 Provided that there are four (4) or more qualified applicants to a Long-Term Occasional Teacher position, a minimum of four (4) interviews shall be afforded for the position. Where there are fewer than four (4) qualified applicants, all shall be afforded interviews for the position.
- 11.05 Occasional teachers shall be eligible for consideration for contract positions available within the system. Annually, all teachers on the existing Occasional Teachers List shall be invited, through a system posting or notice, to apply for regular school positions.
- 11.06 A copy of Job Postings for contract secondary school teachers shall be forwarded to the President of the Occasional Teachers' Bargaining Unit.

#### **ARTICLE 12 OCCASIONAL TEACHER LIST**

- 12.01 Between May 1<sup>st</sup> and July 31<sup>st</sup> of each year, those occasional teachers wishing to remain on the Occasional Teacher List for the subsequent school year will complete an Offense Declaration form available and all other legal requirements on the District School Board of Niagara 's Employee Portal. This requirement will be displayed and heard on the Substitute Employee Management System (SEMS). By July 15<sup>th</sup>, the Bargaining Unit shall be notified of those Occasional Teachers who have not completed the required documentation.
- 12.02 (a) An occasional teacher's name shall be removed from the List if he/she asks to have his/her name removed from the List. The Board shall grant the request.



- (b) An occasional teacher's name shall be removed from the List if he/she has not taught for five (5) school days in the preceding year. (This provision does not apply to an occasional teacher who is on a Board-approved leave of absence).
- (c) Effective September 1, 2009, an occasional teacher's name shall be removed from the List if he or she has not worked for at least ten (10) teaching assignments by June 30<sup>th</sup>. (This provision does not apply to an occasional teacher who is on a Board-approved leave of absence).

12.03

- (a) The Board will provide to the Bargaining Unit President by October 15th of each year, a list of occasional teachers indicating the name, address, telephone number, qualifications, number of days taught in the previous school year, and the geographical areas where that teacher has indicated he/she would teach.
  - (b) Additions and deletions to the List will be available to the Bargaining Unit electronically bi-weekly, indicating the information set out in Article 12.03 (a) above.
  - (c) A revised list of occasional teachers will be provided to the Bargaining Unit President by February 15<sup>th</sup> of each year.
- (d) If the Superintendent of Human Resources or his/her designate determines that the needs of the Board cannot be met by maintaining the present complement of occasional teachers, additional occasional teachers may be added to the list with notification to the Bargaining Unit President. Additional names shall only be added to the Occasional Teacher List to satisfy :
  - (i) a demonstrable need for occasional teachers with specialized teaching qualifications, or

- (ii) a demonstrable need due to insufficient numbers of occasional teachers available to serve particular geographical areas or divisional levels.

12.04 Prior to being placed on the Occasional Teacher List, an applicant must submit proof of certification, registration with the Ontario College of Teachers, and all other documentation as required by the Board.

12.05 Occasional teachers shall notify the Human Resources Department of the board and the Bargaining Unit President, in writing, of any change of address and/or telephone number required by the Board to contact the occasional teacher regarding teaching assignments.

12.06 Employees on the Occasional Teacher List may apply for any available teaching position within the Board for which the occasional teacher is suitably qualified, subject to the provisions of the Collective Agreement for Secondary School Teachers.

12.07 Employees newly hired into this Bargaining Unit shall serve a probationary period of one (1) year from the day they are first appointed to the Occasional Teacher List.

### **ARTICLE 13 CALLING AND REPORTING OF OCCASIONAL TEACHERS**

13.01 Occasional teachers shall indicate their preferences according to administrative area and qualifications on the Board's information form.

13.02 Occasional teacher assignments shall first be made according to the information provided by the occasional teacher as per Article 13.01.

13.03 There shall be no change to the current method of calling occasional teachers without prior consultation with the Bargaining Unit in an Occasional Teacher - Board Relations Committee meeting.

13.04 Notwithstanding the right of the principal to request specific individuals, qualifications and assignments, occasional teachers shall be called who have been assigned in each area on an on-going rotating basis.

13.05 It is the responsibility of the Board to ensure that all occasional teachers on the Occasional Teacher List are trained in the operating procedures of the Board's automatic dispatching system.

13.06 Once an occasional teacher has accepted an occasional teacher assignment, he/she cannot cancel the assignment to accept another occasional teaching assignment for that day.

#### **ARTICLE 14 OCCASIONAL TEACHER-BOARD RELATIONS**

14.01 The Occasional Teacher-Board Relations Committee shall be composed of up to three (3) members representing the Board and up to three (3) members representing the Bargaining Unit.

14.02 Unless otherwise mutually agreed, meeting of the Occasional Teacher-Board Relations Committee shall be arranged as soon as practical but no later than ten (10) school days from receipt of the notice from the Party requesting the meeting. Requests to arrange a meeting shall also include an agenda of items to be considered. All meetings shall be arranged through the Superintendent of Human Resources and the Bargaining Unit President.

14.03 It shall be the purpose of the Committee to discuss all matters of mutual concern, investigate problems that may arise involving the Parties to this Collective Agreement, and where appropriate, make recommendations to the Parties of this Agreement.

### Personnel Files

- 14.04
- (a) An occasional teacher, or designate in writing, shall have access to the occasional teacher's personnel file held by the Board or agent of the Board and shall be entitled to make a reasonable number of copies, without cost, of any materials contained therein. The occasional teacher (or designate) shall make application in writing, to the Human Resources Senior Manager, who shall upon receipt of the request arrange for access to the file within three (3) school days. Before being allowed to access his or her file, the occasional teacher (or his/her designate) shall be required to provide proof of identity.
  - (b) Documents contained in an occasional teacher's personnel file which are of a disciplinary nature and all supporting documents shall be removed from the file two (2) years, or less at the discretion of the Director of Education, or designate, after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action.
  - (c) An occasional teacher wishing to have documents removed, as referenced above in Article 10.02 (b) shall make application, in writing, to the Human Resources Senior Manager through the President of the Bargaining Unit.
  - (d) The Board agrees that employee files, including files containing medical information and information pertaining to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.
- 14.05
- At the request of the Bargaining Unit and subject to full reimbursement by the Bargaining Unit, the Board shall grant up to 0.35 of a year paid release time to one (1) or more members of the Bargaining Unit in order to conduct Bargaining Unit business. The member(s) shall accumulate occasional teaching experience as if employed as an occasional teacher. Leave granted to members in this article shall not exceed a total of 0.35 of one (1) FTE teacher.

**ARTICLE 15 SALARY**

15.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

(a) Short-Term Occasional Teachers

The daily rate for short-term occasional teachers shall be determined as being 96% of 1/194 of Group 1, 0 years of the District School Board of Niagara's Secondary Teachers' Salary Grid plus \$4.55 in lieu of any other employee benefits and this calculation shall be used thereafter on an ongoing basis to determine the short-term daily rate for an occasional teacher in possession of an Ontario Teacher's Certificate.

Daily rates for the duration of this Agreement shall be as set out below :

Effective September 1, 2008

\_\_\_\_\_ \$202.72 + \$4.55 = \$207.27

Effective September 1, 2009

\_\_\_\_\_ \$208.81 + \$4.55 = \$213.36

Effective September 1, 2010

\_\_\_\_\_ \$215.07 + \$4.55 = \$219.62

Effective September 1, 2011

\_\_\_\_\_ \$221.52 + \$4.55 = \$226.07

15.02 (a) Long-Term Occasional Teachers

In the event that a short-term occasional teacher is required to teach in the same assignment for more than ten (10) consecutive days, the rate for that teacher shall be adjusted to the long-term rate on the eleventh (11<sup>th</sup>) day but shall be retroactive to the first day of the assignment.

- (b) In the event a new collective agreement for secondary teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for occasional teachers. Occasional teachers who were on the list and received salary as a short-term and/or long-term occasional teacher during the period for which any such retroactivity applies shall receive retroactive pay.

15.03 Where an occasional teacher is employed on a part day basis to replace a part-time regular teacher, the occasional teacher shall be pro-rated in the same proportion as the part-time teaching assignment bears to the full-time assignment.

15.04 An occasional teacher will be informed at the end of the school day, whether or not he/she is required for a teaching assignment the following day in the same school. It shall be the responsibility of the occasional teacher to check with the school office at the end of the school day in order to determine whether he or she will be required the following day.

15.05 (a) For the purposes of qualifying for the long-term occasional salary rate, statutory holidays and Professional Activity Days shall not be considered a break in service.

(b) When determining the rate of pay for a long-term occasional teacher, Board designated P.D. days will be counted as part of the assignment, with pay and the long-term occasional teacher will be expected to attend the professional activity scheduled.

15.06 (a) Category classifications shall be the current classification structure as established by the Ontario Secondary School Teachers' Federation Certification Plan. For the purpose of salary categorization, the Board recognizes that the aforementioned Certification Rating

Statement issued by the OSSTF Certification Board shall be final.

- (b) It is the responsibility of an occasional teacher to submit his/her Certification Rating Statement to the Human Resources Department within six (6) months of being appointed to the Occasional Teacher List.
- (c) Except as provided for in Article 15.05 (b), category placement for a long-term occasional teacher shall be according to the documentation on file in the Human Resources Department at the beginning of the long-term assignment.

15.07

An occasional teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount at the level in the higher group as follows:

(a) Where a long-term occasional teacher qualifies for a change in group on the basis of work completed after June 30<sup>th</sup> but before September 1<sup>st</sup>, the adjustment will be made effective September 1<sup>st</sup>. In order to qualify for the adjustment the long-term occasional teacher must provide documentation to the Human Resources Department by January 15<sup>th</sup>.

(b) Where a long-term occasional teacher qualifies for change on the basis of work completed after September 1<sup>st</sup> but before February 15<sup>th</sup>, the adjustment will be made retroactively to February 1<sup>st</sup>. In order to qualify for an adjustment effective February 1<sup>st</sup>, the long-term occasional teacher must provide documentation to the Human Resources Department by May 31<sup>st</sup>.

(c) Where a long-term occasional teacher qualifies for a change in group on the basis of work completed after February 15<sup>th</sup> but before June 30<sup>th</sup> the adjustment will be made retroactively to May 1<sup>st</sup>. In order to qualify for an adjustment effective May 1<sup>st</sup>, the long-term occasional teacher must

provide documentation to the Human Resources Department by September 30<sup>th</sup>.

(d) Notwithstanding the timelines set out in (a), (b) and (c) for submission of documentation, the Board shall give due consideration to any special cases in which the long-term occasional teacher is unable to produce the required documentation through no fault of his or her own.

15.08

(a) When it is known in advance that a long-term occasional teacher is scheduled to teach for a period of one (1) full semester or more, that occasional teacher shall, upon written request, be eligible to participate in the Employee Benefit Plan in effect for teachers employed under the Collective Agreement for regular day-school Secondary Teachers, save and except Long Term Disability Insurance. Such coverage shall be provided only to those occasional teachers not covered by another group insurance plan.

(b) If the long-term occasional teacher chooses to participate in the Employee Benefit Plan referred to above, they must enrol in all benefits for the entire duration of their assignment at the single coverage level (Family coverage is optional).

(c) Participation in the Employee Benefit Plan referred to above shall be in accordance with the terms and conditions in effect for teachers employed under the Collective Agreement for regular day-school secondary teachers and shall extend only for the duration of the long-term occasional teacher assignment.

15.09

A. Recognized teaching experience shall be based upon:

(a) i. Full-time and part-time short-term and long-term teaching experience gained in public elementary and/or secondary schools in Ontario.



ii. Full-time and part-time short-term and long-term teaching experience gained in public elementary and/or secondary schools outside Ontario, but within Canada.

iii. At the discretion of the Board, credit will be given for full-time and part-time qualified teaching experience gained in elementary and secondary schools outside of Canada, and

(b) the number of days of experience obtained as an occasional teacher divided by 194.

(c) Where the total number of days of teaching experience, pro-rated where necessary, divided by 194 has a fractional part of 0.5 or greater, the whole number shall be increased by one. No more than one year's teaching experience for salary purposes may be gained during a single twelve-month period.

B. All experience shall be validated to the satisfaction of the Human Resources Staffing Manager and shall be experience acquired prior to the first day of each contract year.

15.10 (a) Occasional teachers may request the issuance of an Employment Insurance Record of Employment certificate before the last teaching day in June provided there has been a seven (7) day interruption of earnings.

(b) Occasional teachers may request the issuance of an Employment Insurance Record of Employment certificate at the end of the school year.

(c) Effective January 1, 2006, for purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

## **ARTICLE 16 SICK LEAVE**

- 16.01 The purpose of sick leave is to protect the occasional teacher's income during periods of personal illness or injury. Notwithstanding, it is an expectation that the teacher attend work regularly and be punctual.
- An employee shall be entitled to draw on his/her sick leave credits up to the amount of his/her accumulated sick leave credit, as set out below, for personal medical absences which shall include illness, injury, medical diagnosis, treatment and consultation.
- Only absences occasioned by illness, injury, medical diagnosis, treatment and consultation of the employee shall be charged against the sick leave credit.
- 16.02 A long-term occasional teacher shall be entitled to two (2) days per month sick leave credit (pro-rated for part-time employment) which shall not be accumulative beyond the school year unless:
- (a) the long-term occasional teacher is subsequently awarded a teaching position under the collective agreement for regular day-school Secondary Teachers and provided there has been no break in employment between the extended assignment and commencement of duties and the awarding of the regular teaching position; or
  - (b) the long-term occasional teacher continues in the same teaching assignment into a second school year, as provided for under Article 4.01 (b).
- 16.03 Sick leave credits from other employers or previous employment with the District School Board of Niagara (or its predecessor Boards) shall be non-transferrable.
- 16.04 Short-term occasional teachers, while on short-term assignment, shall not be entitled to sick leave credits not eligible to draw on previously earned sick leave credits.

- 16.05
- (a) After five (5) consecutive days of absence caused by illness, no leave shall be allowed unless a certificate of a physician or dentist is furnished to the Human Resources Department certifying the inability of the teacher to attend to his/her duties.
  - (b) The Board reserves the right, after consultation with the appropriate Superintendent of Schools and Principal concerned, to require a certificate from a medical practitioner for a period of absence which is less than five (5) days. The Board shall, if required, reimburse the teacher for the cost of obtaining a certificate where the period of absence is less than five (5) days.
  - (c) Prior to the implementation of paragraph (b) above, the teacher and the President of the Local shall be notified by the Board that a medical certificate may be required.

16.06 In the event an occasional teacher is required to be absent from an assignment due to illness, the occasional teacher shall notify the principal of the school to which he/she is assigned. If the occasional teacher is unable to accept an assignment for a period of time, the occasional teacher shall notify the Board office of this fact.

## **ARTICLE 17 LEAVE PLANS**

- 17.01 A long-term occasional teacher shall upon request be granted leave, without deductions from sick leave credits, loss of seniority and without loss of total salary as follows:
- (a) Up to five (5) school days for the funeral of a father, mother, spouse, child, common-law spouse, or any other relative who lived in the house.
  - (b) Up to three (3) school days may be allowed per bereavement to attend the funeral of a brother, sister, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, fiancé(e).

- (c) One (1) school day for the funeral of a brother-in-law or sister-in-law.
- (d) For the purposes of mourning when unable to attend the funeral as in (a) above - one (1) school day.
- (e) Acting as a pallbearer at a funeral - one (1) school day.
- (f) Quarantine or otherwise prevented by an order of Medical Health Authorities, from attending his/her duties because of exposure to a communicable disease.
- (g) Jury duty as a witness in any court to which the occasional teacher has been summoned in any proceeding to which the occasional teacher is not a party or one of the persons charged, provided that the occasional teacher pays to the Board any fees, exclusive of travelling and living expenses, received as a juror or witness.
- (h) Provided that prior approval is granted by the Director of Education or his/her designate, an occasional teacher may be granted such leave for other special reasons not to exceed one (1) school day.

17.02

Upon the request of an occasional teacher on the Occasional Teacher List who has completed his or her probationary period as defined in Articles 4.04 and 12.07 to do so, the Board shall permit the voluntary removal of the occasional teacher's name from the List for a period up to and including one (1) school year. Excluding leaves of absence granted for the purpose of maternity leave or other extenuating circumstances, such leave of absence shall not be granted for more than one (1) year in a three (3) year period. It shall be the responsibility of the occasional teacher to notify the Board and the Union, in writing, of his or her desire to be temporarily removed from the List. Upon the expiry of the period of leave, the occasional teacher shall request, and the Board shall grant, reinstatement to the List.

17.03 A long-term occasional teacher who is assigned to teach and who has received the prior approval of the appropriate Superintendent or his/her designate may be absent from duty without loss of salary for the purpose of writing an examination or attending his/her graduation. Such absence will not break continued service and shall not exceed one (1) day for each such occurrence.

#### **ARTICLE 18 REPORTING PAY**

18.01 Remuneration of one-half ( $\frac{1}{2}$ ) day shall be paid when an occasional teacher reports for authorized duty and, as a result of being called in error, is not required to teach. In such cases, the principal shall assign other professional duties for the one-half ( $\frac{1}{2}$ ) day, commensurate with the occasional teacher's qualifications and experience.

18.02 The continuous employment of a long-term occasional teacher shall be deemed to be unbroken in the event of emergency school closure.

18.03 In the event of early dismissal of students resulting from emergency conditions, an occasional teacher shall receive full salary (pro-rated for occasional teachers assigned for a part day) at the applicable rate of pay for the balance of the school day.

18.04 In the event that the assignment of a long-term occasional teacher is to be terminated prior to the originally scheduled termination date, the occasional teacher will be given three (3) instructional days' notice or three (3) days' pay in lieu of notice. Notice or pay in lieu shall not apply in the case of termination for cause or in the case of termination due to exhaustion of sick leave.

#### **ARTICLE 19 PAY PERIOD**

19.01 Occasional teachers shall be paid bi-weekly in accordance with the pay and time sheet submission schedules annually developed by the Board's Payroll Department.

#### **ARTICLE 20 TRAVEL ALLOWANCE**

20.01 Where the assignment of a regular teacher requires travelling between two (2) or more schools within the Board's jurisdiction on the same day, the Board shall reimburse the occasional teacher hired to replace that regular teacher at the Board's current kilometre rate.

20.02 Occasional teachers covered under this collective agreement who also have a part-time regular teaching assignment, are not entitled to Travel Allowance, as set out in Article 20.01 above.

#### **ARTICLE 21 NOTICES**

21.01 The Board shall provide space on the staff room bulletin board in each secondary school or work site for the posting of notices which may be of interest to occasional teachers.

21.02 This collective agreement will be posted on the District School Board of Niagara's internal website within thirty (30) days of the signing of the agreement.

21.03 Copies of this collective agreement shall be available electronically to the Principal in each secondary school under the jurisdiction of the Board.

#### **ARTICLE 22 PROFESSIONAL DEVELOPMENT**

22.01 An occasional teacher who is scheduled to work and who is on long-term occasional teaching shall be paid for a professional activity day provided that the long-term occasional teacher participates in the scheduled professional activities. A Professional Activity Day shall not interrupt the occasional teaching assignment.

- 22.02 It is the responsibility of the individual occasional teacher to remain current with respect to methodology and curriculum and accordingly, upon the request of the Bargaining Unit President, the Board shall provide a copy of the Staff Development Calendar indicating the activities planned for each Professional Activity Day. Occasional teachers shall be encouraged to participate on a voluntary basis.
- 22.03 The Board agrees to remit, annually, the sum of \$5,000 to the Bargaining Unit for the educational and professional development of its members.
- 22.04 The Union shall be empowered to make disbursements up to the limit of the transferred funds, and to issue cheques to individual members according to procedures and schedules established by the Union.
- 22.05 Each year by August 31, the Union shall forward to the Board an audited and itemized financial statement accounting for disbursements from the fund, including administrative charges. Funds for the following year will be remitted to the Bargaining Unit by September 30 provided that the financial statement has been received.

## **ARTICLE 23 GENERAL WORKING CONDITIONS**

- 23.01 The Board agrees that the responsibility of the occasional teacher is to fulfill the duties of the secondary teacher being replaced and further agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.
- 23.02 Every secondary school will supply to each occasional teacher in that school a package containing:
- (a) A timetable for the occasional teacher's assignment (including opening routines, attendance reporting and fire and emergency procedures).
  - (b) Current class lists, seating plans and lesson plans for each class assigned.

- (c) A map of the school.
- (d) A copy of the school Code of Conduct and other relevant policies.
- (e) The name(s) of appropriate teacher(s) from whom the occasional teacher may expect to receive assistance in the assigned subject(s) or classes and their location.
- (f) School timetable for the day.
- (g) Details of any special events planned for that school day (including students who may be excused).
- (h) Particulars of medical needs of students, where appropriate, including if Educational Assistants are to be present.

23.03 Except in cases of emergency, the timetable or assignment of occasional teachers shall be constructed according to the same constraints that apply for the regular teacher the occasional teacher is replacing.

#### **ARTICLE 24 EVALUATION**

24.01 Occasional teachers may request an evaluation from their principal.

#### **ARTICLE 25 OCCUPATIONAL HEALTH AND SAFETY**

25.01 The parties agree to observe the provisions and regulations of the *Occupational Health and Safety Act* as it relates to the Joint Health and Safety Committee and the safety and health of occasional teachers covered under this Agreement. All occasional teachers shall cooperate with the Board in the prevention of accidents and shall make, through the Joint Health and Safety Committee, representations to the Board as to the prevention of accidents.



**ARTICLE 26 JUST CAUSE**

26.01 No occasional teacher shall be demoted, suspended, disciplined, or dismissed without just cause.

**The foregoing is the September 1, 2008 - August 31, 2012 Collective Agreement between the District School Board of Niagara and the Ontario Secondary School Teacher's Federation - District 22 - Secondary Occasional Teachers' Bargaining Unit.**

**Dated at St. Catharines, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

**Signed on behalf of the District School Board of Niagara :**

**K. C. Maves, Chair**

**W. R. Hoshizaki, Director of Education  
and Secretary**

**Signed on behalf of OSSTF, District 22 (Occasional Teachers'  
Bargaining Unit)**