

NOYRCE	Bid		
EFF.	2000	09	01
TERM.	2002	08	31
NO. OF EMPLOYEES	1,200		
NOMBRE D'EMPLOYÉS	1200		

Toronto District School Board

Ontario Secondary School Teachers' Federation

11872 (02)

1.0.0. PURPOSE OF THE AGREEMENT

1.1.0 It is the intent of the parties and the purpose of this Agreement to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.

2.0.0. RECOGNITION

2.1.0 The Board recognizes the Ontario Secondary School Teachers' Federation, hereinafter referred to as the Union, as the bargaining agent for the bargaining unit defined in the Education Act, s.277.3(1)4.

3.0.0. MANAGEMENT RIGHTS

3.1.0 Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.

4.0.0. TERM OF THE AGREEMENT

4.1.0 This Agreement shall be in effect from September 1, 2000, and shall remain in effect until August 31, 2002, and from year to year thereafter unless either party notifies the other party in writing as to its desire to renew the Agreement with or without modifications, pursuant to the Labour Relations Act.

5.0.0. DEFINITIONS

5.1.0 "Board" shall mean the Toronto District School Board.

5.2.0 "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of 16 or more consecutive school days as a substitute for one teacher.

5.3.0 "Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but

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

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,

5.4.0. "Occasional Teacher List" means a list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the secondary panel.

5.5.0. "Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the Fewer School Boards Act, 1997.

5.6.0. "Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.

6.0.0. STRIKES AND LOCK-OUTS

6.1.0.

There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.

7.0.0. UNION DUES CHECK-OFF AND LOCAL LEVY

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7.1.0. The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) days of the dues being deducted. The Union shall annually inform the Board of the amount of such dues.

7.2.0. In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the bargaining unit is authorized by its constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the bargaining unit within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings.

7.3.0. A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher's name, employee identification number, number of days worked and gross earnings for the period covered by the dues submission list and the dues/levy deducted.

The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the bargaining unit.

8.0.0. NO DISCRIMINATION

8.1.0. Each of the parties agree there shall be no discrimination Interference, restraint or coercion exercised or practiced ; Occasional Teachers because of participation in any lawful Union activity.

9.0.0. PROBATIONARY PERIOD

9.1.0. All Occasional Teachers, added to the Occasional Teacher List on or after January 1, 1998, shall serve a probationary period of 25 full-time equivalent teaching days worked in the secondary panel.

10.0.0. GRIEVANCE AND ARBITRATION PROCEDURE

10.1.0. Except for grievances based on a dispute that payment to an Occasional Teacher was in error, the grievance/arbitration procedures of this section shall not apply to Occasional Teachers who have not completed the probationary period.

10.2.0. Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

Pre-grievance discussion

10.3.0. An Occasional *Teacher or* a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or Immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. in this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

10.4.0. A grievance may be filed by an Occasional Teacher or a group of Occasional Teachers at Step One within 15 school days of the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or group of Occasional Teachers.

10.5.0. In all discussions of the grievance, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

Step One

10.6.0. If no resolution is reached under 10.3.0, an Occasional Teacher or group of Occasional Teachers may submit a grievance, in writing and signed by the Union, to the person designated by the employer with a copy to the principal or immediate supervisor. The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the

complaint sufficient to indicate the substance of ~~this complaint~~ and the remedy sought. The person designated by the employer shall attempt to resolve the grievance ~~within 10 school days~~ of receipt of the ~~grievance~~ in writing and may ~~meet with~~ the ~~grievor(s)~~ and the Union representative at a mutually agreeable time.

- 10.7.0. The Board or Union shall initiate such ~~policy or~~ group grievance by ~~giving notice~~ to the other party within 25 school days ~~following~~ the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- 10.8.0. The time within ~~which~~ such grievance may be brought may extend up to 25 days beyond ~~the term~~ of this Agreement if the day the cause ~~became~~ known or reasonably ought to have been known is within 25 school days preceding the end of the term of this Agreement.
- 10.9.0. For the purpose of this grievance procedure, the term "school days" as used herein shall mean a day that ~~is~~ within the school year and is not a school holiday.
- 10.10.0. The parties may, by mutual consent, agree to extend the ~~time limits~~ provided for herein. ~~If~~ a grievance is not initiated ~~within~~ these ~~time~~ limits, ~~or is~~ not processed to the next higher step or to arbitration ~~within~~ the time limits prescribed, the grievance ~~shall~~ be deemed to be abandoned.

Step 2 - Arbitration of Grievance

- 10.11.0. Where a ~~grievance~~ relates to the Interpretation, application, administration or alleged ~~violation~~ of ~~this~~ Agreement ~~including~~ any question as to whether a matter is arbitrable, the Board or Union may, ~~within 50 school days~~ following the day the cause for the grievance became known or reasonably ought to have been known by the grieving party, notify the other party ~~in~~ writing ~~of~~ its desire to ~~submit this~~ grievance to arbitration.
- 10.12.0. The notice shall specify whether the party ~~giving~~ the notice desires a ~~single arbitrator~~ or a board of arbitration, and ~~if~~ the latter, shall specify the ~~party's appointee~~ to ~~the~~ board of arbitration. Such notice shall be delivered to the other party ~~in writing~~ ~~who~~ shall, if they do not ~~wish~~ a single arbitrator, ~~so~~ advise the ~~originating~~ party within 10 school days and shall at the same time name ~~its~~ appointee to the Board of arbitration. The originating party shall then ~~appoint~~ its nominee within five school days of being ~~advised~~ of the appointee of the other party.
- 10.13.0. The ~~two~~ appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible ~~appoint~~ an arbitrator ~~or~~ the ~~chairperson~~ of the arbitration board. If either party falls to appoint an arbitrator or, if the appointees fall to agree on a chairperson, or if the representatives cannot agree ~~or~~

single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.

- 10.14.0 If a grievance concerns the discipline or dismissal of an Occasional Teacher for just cause, the arbitration board or single arbitrator may confirm the decision of the Board or reinstate the Occasional Teacher to the Occasional Teacher List or otherwise modify the penalty.
- 10.15.0 If there are several grievances concerning similar matters they shall be heard or considered together as one grievance.
- 10.16.0 The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- 10.17.0 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.18.0 Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.
- 10.19.0 No Occasional Teacher shall be disciplined or discharged without just cause.
- 11.0.0 **SALARIES**
- Short Term Occasional Teachers**
- 11.1.0 A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule:

	Dally Base <u>Rate</u>	Vac. Pay	Stat. Hol.	Total
Degreed rate	\$139.87	\$5.59	\$4.20	\$149.67
Effective June 30/2001	\$142.60	\$5.71	\$4.28	\$152.59
Effective Sept. 1/2001	\$143.60	\$5.74	\$4.31	\$153.65
Effective Jan. 1/2002	\$145.18	\$5.81	\$4.35	\$155.34

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- (a) After 50 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#1) in addition to the base rate as shown below:

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B. Rates

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	<u>Daily</u> <u>Base</u> <u>Rate</u>	<u>Exper.</u> <u>Bonus</u> <u>#1</u>	<u>Vac.</u> <u>Pay</u>	<u>Stat.</u> <u>Hol.</u>	<u>Total</u>	
Degreed rate	\$139.87	\$5.00	\$5.79	\$4.35	\$155.02	
Effective June 30/2001	\$142.60	\$5.00	\$5.90	\$4.43	\$157.93	26.322
Effective Sept. 1/2001	\$143.60	\$5.00	\$5.94	\$4.46	\$159.00	26.50
Effective Jan. 1/2002	\$145.18	\$5.00	\$6.01	\$4.50	\$160.69	26.782

(b) After 100 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#2) in addition to the base rate as shown below:

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	<u>Dally Base Rate</u>	<u>Exper. Bonus #2</u>	<u>Vac. Pay</u>	<u>Stat. Hol.</u>	<u>Total</u>
Degreed rate	\$139.87	\$10.00	\$5.99	\$4.50	\$160.37
Effective June 30, 2001	\$142.60	\$10.00	\$6.10	\$4.58	\$163.28
Effective Sept. 1/2001	\$143.60	\$10.00	\$6.14	\$4.81	\$164.35
Effective Jan. 1/2002	\$145.18	\$10.00	\$6.21	\$4.65	\$166.04

- (c) After 140 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#3) In addition to the base rate as shown below:

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	Daily Base Rate	Exper. Bonus #3	Vac. Pay	Stat. Hol.	Total
Degreed rate	\$139.87	\$15.00	\$6.19	\$4.65	\$165.72
Effective June 30, 2001	\$142.60	\$15.00	\$6.30	\$4.73	\$168.63
Effective Sept 1/2001	\$143.60	\$15.00	\$6.34	\$4.76	\$169.70
Effective Jan. 1/2002	\$145.18	\$15.00	\$6.41	\$4.80	\$171.39

- (d) After 200 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#4) in addition to the base rate as shown below:

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	Dally Base Rate	Exper. Bonus #4	Vac. Pay	Stat. Hol.	Total
Degreed rate	\$139.87	\$20.00	\$6.39	\$4.80	\$171.07
Effective June 30/2001	\$142.60	\$20.00	\$6.50	\$4.88	\$173.98
Effective Sept. 1/2001	\$143.60	\$20.00	\$6.54	\$4.91	\$175.05
Effective Jan. 1/2002	\$145.18	\$20.00	\$6.61	\$4.95	\$176.74

- 11.1.1. For purposes of 11.1.0., "Board" Includes a Predecessor Board.
- Long Term Occasional Teachers
- 11.2.0 A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out in Appendix A less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. Placement on the grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and group placement following confirmation by the Board of the appointment to the long term occasional teaching assignment. Payment on the "Long Term Occasional Teacher Salary Grids" as set out in Appendix A shall be retroactive to the first day of the long term occasional assignment. The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional assignment.
- 11.3.0. The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 11.2.0 above.
- 11.4.0 Recognized teaching experience shall include one tenth of a year for each 20 days of teaching in a long term occasional assignment rounded to the nearest 1/10.
- 11.5.0 The group placement of a Long Term Occasional Teacher shall be determined by the Board.
- 11.6.0. It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.
- 11.7.0. In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five teaching days' notice or five days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Teacher.

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11.8.0. A Professional Activity/Development Day shall not interrupt continuity of a Long Term Occasional teaching assignment.

12.0.0. SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

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12.1.0. A Long Term Occasional Teacher shall be entitled to one sick leave day upon completion of the first 10 school days of a long term occasional teaching assignment and one sick leave day for each 10 school days subsequently completed in that long term occasional teaching assignment within the same school year.

12.2.0. A sick leave day shall entitle a Long Term Occasional Teacher to be absent for one day during a long term occasional teaching assignment without loss of pay for that day. Sick leave days shall not be cumulative from one school year to the next. Sick leave days may be used retroactively to the beginning of a long term occasional teaching assignment.

12.2.1. Notwithstanding 12.2.0., if the Board determines that an Occasional Teacher continues to replace a teacher for a temporary period that extends without interruption into a subsequent school year, the Occasional Teacher may, only during the period in the next school year in which this replacement continues, utilize unused sick leave credits accrued during the whole replacement period.

12.3.0. A Long Term Occasional Teacher's absence for illness or injury for a period:

12.3.1. of five consecutive school days or less may require certification by a licensed medical practitioner or, if an account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or

12.3.2. of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.

12.4.0. For the purpose of the administration of these sick leave provisions, the Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.

13.0.0. MISCELLANEOUS LEAVE

Bereavement Leave

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13.1.0. Bereavement Leave shall be granted by the Director without loss of salary for up to three days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family in order for

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the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member. immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters and grandparents.

- 13.2.0. Bereavement Leave for one day without loss of salary but with deductions from sick leave credits will be granted to a Long Term Occasional Teacher to attend the funeral of a close friend or relative other than the relatives covered under 13.1.0.

Examination and Graduation

- 13.3.0. A Long Term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director may be absent from duty without loss of pay as follows:

- 13.3.1. for the purpose of writing university or similar examinations, one full day during which the examination occurs, and

- 13.3.2. for the purpose of attending one's graduation AMEND recognized post secondary Institution, one full day which the graduation occurs.

- 13.4.0. A Long Term Occasional Teacher who is absent during the long term assignment by reason of a summons to serve as a juror or a witness in any court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 11.2.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

14.0.0. INSURED EMPLOYEE BENEFITS

- 14.1.0. Subject to the conditions set out under 14.5.0. and 14.6.0., an Occasional Teacher who worked at least 90 full-time equivalent days as an Occasional Teacher for the Board in a school year shall, in the subsequent school year, be eligible to enrol and participate in each of the Insured Employee Benefit Plans as set out under 14.2.0., 14.3.0. and 14.4.0.

14.2.0. Extended Health Benefits

The Board shall provide an Extended Health Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreement, and which will include regular Extended Health Benefits with deductible feature of \$25 per individual and \$50 per family maximum. Subject to the above deductible, the Plan will also include:

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health coverage ~~while~~ outside Canada, and
hearing aid benefits to a ~~maximum~~ of \$400 per person, and
eyeglasses (including contact lenses) ~~benefits to a~~ maximum
of \$200 per person per two year period.

14.3.0. **Semi-private Hospital Care Benefits**

The Board shall provide a ~~Semi-private~~ Hospital Care Plan for eligible Occasional Teachers.

14.4.0. **Dental Health ~~Care~~ Plan**

The Board shall ~~provide~~ a Dental Health Care Plan for eligible Occasional Teachers that shall continue the level of benefits ~~in~~ effect under the prior agreement. It shall include a ~~nine~~ month recall provision.

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Effective August 1, 2001, the benefits will be based upon the **1997** Ontario Dental Association **Schedule** of Fees for General Practitioners.

14.5.0. **Application and Eligibility**

Each eligible Occasional Teacher shall, not later than June **30** of each year, complete and return the benefits ~~election~~ form provided by the Board.

14.5.1. Each eligible Occasional Teacher shall, not later than June **30** of each year, complete and return the benefits election form provided by the Board.

14.5.2. An eligible ~~Occasional~~ Teacher who elects to participate in one or more Employee Benefit Plans shall be a participant in the plan or plans from September **1** to the following August **31** providing that the ~~eligible~~ Occasional Teacher:

- (i) remains on the Board's list of Occasional Teachers;
- (ii) either ~~remains~~ available for work as an Occasional teacher, or ~~is~~ absent

due to illness as certified by an appropriate licensed medical practitioner;

on a pregnancy or parental leave under ~~the~~ Employment Standards Act; or

as may be ~~otherwise~~ permitted by the **Board**; and

- (iii) pays the Occasional Teacher's share under 14.6.0.

14.5.3. An Occasional Teacher currently enrolled in a Plan may continue ~~participation~~ in that Plan from the ~~next~~ September **1** to the following August **31** providing that the Occasional

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Teacher:

(I) works at least 90 full-time equivalent school days as an Occasional Teacher with the Board during the current school year: and

(II) fulfills the conditions set out under 14.5.2.

14.5.4. If the Occasional Teacher fails to comply with any of the conditions of 14.0.0, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under 14.0.0.

14.6.0. **Premiums**

14.6.1. Monthly premium costs for each Plan in which the eligible Occasional Teacher participates shall be shared equally between the Board and the eligible Occasional Teacher.

14.6.2. The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

14.7.0. The Board confirms that the Board's benefit plans continue to provide for coverage of "same sex" partner benefits. 13B

15.0.0. **EVALUATION OF AN OCCASIONAL TEACHER'S CLASSROOM TEACHING**

15.1.0. An evaluation of an Occasional Teacher may be made at the discretion of the Principal, vice principal or a Supervisory Officer.

15.2.0. Under normal circumstances, an Occasional Teacher shall be given one day's prior notice of a classroom evaluation.

15.3.0. Any classroom evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher within 15 school days.

15.4.0. The Occasional Teacher will be given an opportunity to read the evaluation, to sign it and to make any written comments the Occasional Teacher so desires.

15.5.0. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.

15.6.0. The original signed evaluation form shall be kept on file in the Occasional Teacher's personnel file.

15.7.0. If, for any reason, the Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation.

form maintained in the Occasional Teacher's personnel file.

- 15.8.0. Under normal circumstances, a prospective Long Term Occasional Teacher will have spent a minimum of three days in an assignment prior to an evaluation.

16.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 16.1.0. A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities approved by the Board for the regular day school teachers of the school in which the Long Term Occasional Teacher is employed.

- 16.2.0. A professional activity or development day shall not interrupt the count towards a determination of whether or not an assignment is a long term assignment.

17.0.0. LATE CALLS

- 17.1.0. A Short Term Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report for such assignment provided that the Short Term Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Short Term Occasional Teacher.

- 17.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.

- 17.3.0. Except where otherwise indicated by the Board representative, an Occasional Teacher shall report for duty at least 15 minutes prior to the commencement of classes.

18.0.0. CALL-OUT ERROR

- 18.1.0. A Short Term Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment for one half-day and be paid a half day's pay for such employment.

- 18.2.0. If a Short Term Occasional Teacher has been called in error for a full-day assignment, the Short Term Occasional Teacher shall be given a full day's employment and be paid a full day's pay for such employment.

- 18.3.0. The record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out in error.

19.0.0. OCCASIONAL TEACHER LIST

- 19.1.0. To be eligible for inclusion and to remain on the Occasional Teacher List, an Occasional Teacher:
- (a) must maintain membership in good standing with the Ontario College of Teachers; and
 - (b) must, as soon as is administratively feasible, pay to ~~the~~ Board, in a manner to be determined by the Board, the Ontario College of Teachers' fee.
- NEW**
- 19.1.1. The Board will remit the collected Ontario College of Teachers' fee on behalf of the Occasional Teacher.
- 19.2.0. An Occasional Teacher shall ~~notify~~ **AMEND** the person ~~designate~~ employer, in writing, of any changes of address ~~and/or telephone number~~ required by the Board to contact the Occasional ~~Teacher~~ **Teacher** regarding teaching assignments.
- 19.3.0. The Board shall, on or before October 15, February 15 and of each year, provide the Union with a copy of an Occasional Teacher List ~~which will~~ contain the name, address and telephone number for each Occasional Teacher on the Occasional Teacher List.
- 19.3.1. **This information will be** provided on a computer disk when administratively feasible.
- 19.4.0. An Occasional Teacher on the Occasional Teacher List may, with reason and 15 school days prior written notice, request to have that Occasional Teacher's name voluntarily removed from the Occasional Teacher List for a specified time **period**.
- 19.4.1. The 15 school days prior ~~notice~~ may be waived by the person designated by the employer in case of emergency or ~~special~~ circumstance.
- 19.5.0. Subject to the approval of the person designated by the ~~employer~~, the Occasional Teacher's name may be transferred to the inactive list and shall ~~be~~ returned to the Occasional Teacher List at the conclusion of the specified time period.
- 19.5.1. Subject to 19.5.0., the Board will periodically review the ~~composition~~ of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least ~~five~~ full time equivalent days in the preceding school year.
- 19.6.0. The Board agrees that it will not unduly hire to the Occasional Teachers' list.
- 19.6.1. *18* The Board will review the ~~composition~~ of the Occasional Teachers' list in order to address the on-going program ~~and~~.

geographic needs of the Board.

- 19.6.2. The Board will gather, on an ongoing basis, data concerning unfilled vacancies and Occasional Teacher utilization. Data concerning the use of Occasional Teachers will be shared with the Secondary Occasional Teacher Consultation Committee.
- 19.7.0. Effective September 1, 2001 until August 31, 2002, daily teaching assignments in the dispatch system shall be offered to Occasional Teachers in the following priority order:
- (i) school's specified Occasional Teacher;
 - (ii) ~~the~~ school's preference list;
 - (iii) the remainder of the daily call-out pattern, will be, subject to the requirements for qualifications, persons who are on the Occasional Teachers' list as of the 15th of June 2001; and
 - (iv) other Occasional Teachers.
- 19.7.1. Notwithstanding 19.7.0., the assignment of any Occasional Teacher may be extended.
- 19.7.2. The Occasional Teacher list as of the 15th of June 2001 will be provided to the Union in a timely fashion.

Refer to Letter of Intent

Re: 19.6.0. and 19.6.1. (onpage 26)

- 19.6.0. The *Occasional Teacher List* will be reduced by attrition to a number, excluding persons who are utilized exclusively for temporary or emergency use, equal to or less than 20% of the approved number of teachers in secondary school assignments.
- 19.6.1. Notwithstanding 19.6.0., the Employer may, as a need may arise, add teachers to the *Occasional Teacher List* for subject area(s) in which there are not enough qualified Occasional Teachers to fulfill the Board's requirements. The employer may determine that such addition is either on a permanent, temporary or emergency basis.

- 19.8.0. An Occasional Teacher who refuses four or more assignments within a period of twenty (20) school days or who cannot be personally contacted for an assignment over a period of fifteen (15) consecutive school days may be removed from the list.
- 19.8.1. The provision of 19.8.0. applies only to assignment calls made before 8:00 am on the day of the assignment.
- 19.8.2. Prior to being taken off the Occasional Teacher List, a notice

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shall be sent to the last known address of the Occasional Teacher and to the President of the bargaining unit advising the Occasional Teacher that she/he may be removed from the Occasional Teacher List under the provisions of 19.8.0.

- 19.8.3. The Occasional Teacher shall have an opportunity to apply, to the person designated by the Employer, within ten (10) school days of the mailing of the notice for **continued** status on the Occasional Teacher List. Such application for **continued** status shall not be unreasonably denied.

20.0.0. **SECONDARY OCCASIONAL TEACHERS' CONSULTATION COMMITTEE**

- 20.1.0. The Board and the Union shall jointly establish the Secondary Occasional Teachers' Consultation Committee. The Committee will have as its members up to ~~three~~ members appointed from the Board's staff, one of whom shall be named as co-chairperson, and up to three members of the Union appointed by the Union, one of whom shall be named as co-chairperson by the Union. The composition of ~~this~~ ~~committée~~ may be ~~modified~~ by mutual agreement.

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- 20.2.0. The Committee shall meet at a mutually ~~convenient time~~ and within twenty calendar days of the written request of either party being received by the other.

- 20.3.0. The Committee shall ~~discuss~~ Issues of concern to either the Board or the Union but shall not consider any matter which is under ~~negotiations~~ or which is the subject of a ~~grievance~~ under the grievance procedure of ~~this~~ Agreement.

- 20.4.0. Should a meeting be convened at a mutually agreed time which requires the ~~early dismissal~~ of an Occasional Teacher, the Occasional Teacher may attend such a ~~meeting~~ without loss of pay provided that the Occasional Teacher has been in the current ~~assignment~~ for at least 5 ~~consecutive~~ school days.

21.0.0. **PRINTING OF THE AGREEMENT**

- 21.1.0. The Board shall provide, at the **Board's** expense, a copy of this Agreement to each Occasional Teacher and shall provide the Union with (25) twenty-five ~~copies~~ once the ~~printing~~ has been completed.

22.0.0. **PERSONNEL FILES**

- 22.1.0. An Occasional Teacher shall have access during normal ~~business~~ hours to that Occasional Teacher's personnel file upon ~~prior~~ written request and in the presence of the person designated by the employer. The Occasional Teacher may be provided with a copy

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of any material contained in this file.

22.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.

22.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 15.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.

22.4.0. Where the Board amends such information under 22.3.0. The Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.

23.0.0. COMMUNICATIONS

23.1.0. The Board will provide to the Union a copy of the Board's public session agenda and of the approved minutes of the public Board meetings.

23.2.0. All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.

23.3.0. Upon written request at least fifteen (15) calendar days in advance, and following the Board's approval of the budget, the Board will provide to the Union a copy of the minutes of the Board meeting containing information regarding the current operating budget allocations for Occasional teaching, current operating expenditures and projected staffing and enrolment.

24.0.0. POSTING OF NOTICES-BULLETIN BOARD

24.1.0. The Board shall provide space on a bulletin board in each secondary school for the posting of notices dealing with Union business. All such notices shall receive prior written approval from the person designated by the employer. Such approval shall not be unreasonably withheld. Where practical, the decision will be communicated to the Union within one business day of receipt, by the person designated by the Employer, of the requested notice.

25.0.0. UNION BUSINESS

25.1.0. Subject to 25.1.1. to 25.1.3., the Board shall grant a paid leave of absence to an Occasional Teacher who is elected either to OSSTF Provincial Office for a two year period or as full time President of the bargaining unit for a period of a year.

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- 25.1.1. The Occasional Teacher shall be paid, at the rate that is set by the Union, provided that the rate conforms to either the appropriate daily or the appropriate long term occasional teacher rate.
- 25.1.2. The Occasional Teacher will be retained on the Board's Occasional Teacher List, in an "inactive" status, for the duration of the period of elected office.
- 25.2.0. If the bargaining unit requests a part-time leave for the President, the Board shall grant such request provided that the part-time leave shall be regularly scheduled in a manner acceptable to the Board.
- 25.2.1. 25.1.1. applies to a part-time leave for the President.
- 25.2.2. It is understood and agreed that the President will be unavailable for long term occasional teaching positions while on a part-time leave for union business.
- 25.3.0. The Union may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Union in all negotiations for the renewal of this Agreement with the representatives of the Board.
- 25.3.1. Subject to the program needs of the Board, a Long Term Occasional Teacher, who is a member of the negotiating committee, shall be paid at the rate that the Occasional Teacher would receive as a Long Term Occasional Teacher.
- 25.4.0. A period of office, during which the Board pays the Occasional Teacher under 25.0.0., shall not be considered as teaching experience.
- 25.5.0. The period of office for the President shall be considered as a period contributing to eligibility for participation in the Board's employee benefit plans as set out in 14.0.0. provided that, if the Occasional Teacher participates, the Union reimburses the Board for the Board's share of the premium costs.
- 25.6.0. When the Board requires that an Occasional Teacher, as a representative of the bargaining unit, be present at a meeting, dealing with matters relating to the bargaining unit, during the Occasional Teacher's normal hours of work, the Board shall pay the Occasional Teacher at the rate for the day or half day for which the presence is required.
- 25.7.0. The Union shall reimburse the Board for the full employment costs incurred under 25.1.0. to 25.5.0.
- 25.8.0. Notwithstanding 25.7.0., a member of the negotiating committee under 25.3.0., who is employed in a Long Term Occasional Teacher position at the time when a meeting, or meetings, with the

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Board's negotiating team has, or have been, scheduled by a mediator or conciliation officer, shall, if the assignment continues on the days of the meeting(s), be released with the applicable pay and benefits for the meeting(s).

25.8.1. The time referred to in **25.8.0.** is the time when the mediator or conciliator notifies the parties of the meeting(s).

26.0.0. ABSENCE DURING THE QUALIFYING PERIOD OF A PRE-SCHEDULED LONG TERM OCCASIONAL TEACHER ASSIGNMENT

26.1.0. Subject to **26.1.1.** and **26.1.2.**, If the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least ten (10) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.

26.1.1. The reason for the absence shall be limited exclusively to an absence for an approved religious holy day, a professional development day or for personal illness.

26.1.2. Prior to being absent, the Occasional Teacher shall notify the Principal, or designate, of the reason for the absence and confirm to the Principal, or designate, the Occasional Teacher's intent to return to the assignment after the absence.

26.2.0. An absence, under **26.1.0.**, does not count as a day towards the qualifying period under **5.2.0.**

27.0.0. ACCESS PROVISIONS

27.1.0. Access to Day School Teacher Positions

27.1.1. The Board will, in consultation with the Bargaining Agent, establish a process to ensure that Occasional Teachers are aware of the deadlines for applying for day school teaching positions.

27.1.2. The Board will provide information sessions, to which Occasional Teachers shall have access, regarding the selection process, including the criteria for selection to the approved for hire list.

27.2.0. Access to Long Term Occasional Teaching Positions

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27.2.1. When, at least 15 school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term assignment, the assignment shall be advertised on a dedicated telephone line for a period of four days.

- (i) After which time, Interviews will be held by the appropriate staff to select the person to fill the long term assignment.
- (ii) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.

28.0.0. NON TEACHING DUTIES

28.1.0. No Occasional Teacher shall be required to perform as part of that Occasional Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, or Regulations thereunder.

29.0.0. CONTINUING EDUCATION OCCASIONAL TEACHERS

29.1.0. Except as set out in 29.1.1. and 29.1.2., only the terms and conditions of employment, in 29.0.0., apply to Continuing Education Occasional Teachers.

29.1.1. The following apply to Continuing Education Occasional Teachers:

- 1.0.0. and 1.1.0.
- 2.0.0. and 2.1.0.
- 3.0.0. and 3.1.0.
- 4.0.0. and 4.1.0.
- 5.1.0.
- 6.0.0. and 6.1.0.
- 7.0.0. to 7.3.0.
- 8.0.0. and 8.1.0.

29.1.2. Grievance Procedure

- (i) Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

Step One

- (ii) An Occasional Teacher or group of Occasional Teachers may submit a grievance, in writing and signed by the Union, to the person designated by the Employer. The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought. The person designated by the employer shall

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attempt to resolve the grievance within 10 days of receipt of the grievance in writing.

- (iii) The Board or Union shall initiate a group grievance by giving notice to the other party within 25 days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- (iv) The time within which such grievance may be brought may extend up to 25 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 25 days preceding the end of the term of this Agreement.
- (v) The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

Step 2 - Arbitration of Grievance

- (vi) Where a grievance relates to the Interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been completed with, notify the other party in writing of its desire to submit this grievance to arbitration.
- (vii) The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.

The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The

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arbitrator or arbitration board shall hear and determine the grievance, shall ~~issue~~ a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is ~~no~~ majority the decision of the chairperson shall govern.

(viii) ~~The~~ single arbitrator or arbitration board shall have no ~~jurisdiction~~ to alter, modify or amend any part of this Agreement.

(ix) No person shall be ~~appointed~~ as an arbitrator who has been involved in an attempt to negotiate ~~or~~ settle the grievance.

(x) Each of ~~the~~ parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of ~~the~~ arbitration board.

29.2.0. Salary

29.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be ~~\$36.39~~ Inclusive of holiday and vacation pay.

29.2.2. The hourly rate of pay, ~~set~~ out in ~~28.2.1.~~, shall be payment for the normal ~~duties~~ of a Continuing Education ~~Occasional~~ Teacher and shall be paid for classroom hours only.

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APPENDIX A

Long Term Occasional Teacher Salary Grids

September 1, 2000 to March 31, 2001:

Step	Group I	Group II	Group III	Group IV
0	32,236	33,735	36,487	39,072
1	33,940	35,525	38,939	41,194
2	35,915	37,591	41,531	43,716
3	37,888	39,658	44,116	46,248
4	40,134	41,988	46,845	49,182
5	42,377	44,332	49,571	52,118
6	44,625	46,670	52,294	55,049
7	46,875	49,001	55,020	57,990
8	49,121	51,339	57,744	60,920
9	51,368	53,674	60,473	63,858
10	53,614	56,007	63,202	66,792

April 1, 2001 to August 31, 2001:

Step	Group I	Group II	Group III	Group IV
0	32,558	34,072	36,852	39,463
1	34,279	35,880	39,328	41,606
2	36,274	37,967	41,946	44,153
3	38,267	40,055	44,557	46,710
4	40,535	42,408	47,313	49,674
5	42,801	44,775	50,067	52,639
6	45,071	47,137	52,817	55,599
7	47,344	49,491	55,570	58,570
8	49,612	51,852	58,321	61,529
9	51,882	54,211	61,078	64,497
10	54,150	56,567	63,834	67,460

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September 1, 2001 to March 31, 2002:

Step	Group I	Group II	Group III	Group IV
0	33,356	34,907	37,755	40,430
1	35,117	36,759	40,292	42,624
2	37,162	38,895	42,974	45,235
3	39,203	41,034	45,649	47,854
4	41,529	43,445	48,473	50,891
5	43,850	45,873	51,291	53,928
6	46,175	48,290	54,111	56,961
7	48,503	50,702	56,932	60,004
8	60,827	53,122	59,750	63,037
9	53,153	55,539	62,573	66,077
10	55,476	57,954	65,397	69,112

April 1, 2002 to August 31, 2002:

Step	Group I	Group II	Group III	Group IV
0	34,215	35,806	38,727	41,471
1	36,022	37,705	41,330	43,722
2	38,119	39,896	44,080	46,400
3	40,213	42,091	46,825	49,086
4	42,599	44,564	49,721	52,202
5	44,979	47,055	52,612	55,316
6	47,384	49,533	55,504	58,428
7	49,752	52,007	58,398	61,549
8	52,136	54,490	61,289	64,660
9	54,521	56,969	64,184	67,778
10	56,905	59,448	67,081	70,892

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LETTER OF UNDERSTANDING
Re: **Professional Activity Day**

AMEND

For the school years 2000-2001 and 2001-2002:

- (a) Subject to **16.1.0.**, an Occasional Teacher who has worked at least 80 days in the prior school year shall be eligible to attend one (1) professional development day during the school year, on a date to be determined by the Board. The priority activities for this day shall be determined by the Union subject to confirmation by the appropriate Superintendent that the activities are in accordance with the program priorities of the Board.

In order to be paid for attendance at the P.D. day an eligible Occasional Teacher shall:

- (i) notify the Board in writing of the intent to attend, so that such notification is received in the designated location of the Board not later than the 30th day prior to the P.D. day; and
- (ii) have their attendance at the morning and afternoon sessions of this P.D. day confirmed in a manner to be determined by the Board.
- (b) An Occasional Teacher who is not eligible may, where space at the professional development day activities is available, be permitted to attend, without pay, the activities for Secondary Occasional Teachers.

LETTER OF UNDERSTANDING
Re: **Letters of Concern and/or Discipline**

The parties agree that:

- (i) The process of performance appraisal is sometimes separate and distinct from letters of concern and/or discipline.
- (ii) A letter of concern and/or discipline, must be forwarded to an Occasional Teacher within the time lines stipulated in Article 15.3.0.

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LETTER OF INTENT

Re: Benefits Review Committee (BRC)

A joint committee shall be established, and shall have as its members three representatives from the Board's administrative staff, one of whom shall be named a co-chairperson by the Director and three members of the Bargaining Unit designated by the Bargaining Unit, one of whom shall be named a co-chairperson by the Bargaining Unit. The joint committee shall be convened not later than three months following the date of ratification of this Agreement. The committee shall focus on cost containment, Improvements and efficiencies in Insured Health Care Plans, referred to in 14.2.0., 14.3.0., 14.4.0., 14.6.1., and 14.6.2 for the term of this Agreement and beyond. The committee shall make its recommendations, including recommendations regarding an appropriate level of service, no later than the dates set out below.

1 The Benefits Review Committee ("BRC") shall endeavour with the support of the parties to make recommendations which, when implemented, will reduce the per FTE Teacher cost of Benefits. Any such savings will be projected on an annualized basis and, provided both parties agree on the amount of such savings, It is agreed that such savings will be applied in the following ways:

bEB

- (i) 50% of such savings will be directed to updating the O.D.A. Schedule of Fees for General Practitioners from 1997 to 1998 and, if possible 1999;
- (ii) 50% of such savings will be directed to offsetting the Board's projected increased costs in 2001/2002 to maintain the existing Benefits;
- (iii) if any savings remain available after the achievement of sub clauses (i) and (ii), to further update the O.D.A. Schedule to 1999.

02 The first report by the BRC shall be made by June 15, 2001. The parties agree to direct their representatives to explore the savings available by:

- (i) requiring substitution of generic drugs if a higher cost brand is prescribed;
- (ii) a maximum dispensing fee;
- (iii) use of a "smart" and pay direct card;
- (iv) reasonable limits on dental use
- (v) such other efficiencies and alterations as the BRC considers appropriate.

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- 03 If the BRC recommends changes to the Benefit Plans which, when implemented in their entirety, achieve Benefit Cost Savings per FTE Teacher, the O.S.S.T.F. and the Board agree to forthwith amend the Collective Agreement to enable the Board to
- (i) Implement the recommendations of the BRC;
 - (ii) achieve and realize in respect of the 2001-2002 school year the agreed Benefit Cost Savings.
- 4 The BRC shall in the second year of the Agreement continue with its mandate and shall report by April 15, 2002 to the parties so that their report may be considered in the negotiations for the renewal of this Agreement.

Refer to LETTER OF INTENT
Re: 19.6.0. and 19.6.1. (below)

LETTER OF UNDERSTANDING
Re: 19.6.0.

If an Occasional Teacher is approved to be on the Occasional Teacher List for less than full-time per day or for fewer days than a school year, that Occasional Teacher shall count towards the number referenced in 19.6.0. according to the F.T.E. of her/his approved occasional teaching availability.

LETTER OF INTENT
Re: 19.6.0. and 19.6.1.

The provisions of: 19.6.0., 19.6.1. and the Letter of Understanding Re: 19.6.0. (of the September 1, 1998 - August 31, 2000 Collective Agreement) are suspended from the date of ratification of this renewal Agreement for the life of this Agreement.

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IN WITNESS WHEREOF the Board has caused to be fixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Union has by the hands of its duly authorized representatives executed this Agreement.

Dated at Toronto this _____ day of _____, 2001.

The Toronto District School Board

Chair

Director of Education and Secretary-Treasurer

Ontario **Secondary** School Teachers' Federation
(representing Secondary Occasional Teachers
employed by the Toronto District School Board)

President

Chief Negotiator

