

Collective Agreement

Between

The Toronto District School Board

And

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

September 1, 2002 to August 31, 2004

Table of Contents

1.0.0.	Purpose of the Agreement	1
2.0.0.	Recognition.....	1
3.0.0.	Management Rights.....	1
4.0.0.	Term of the Agreement.....	1
5.0.0.	Definitions.....	1
6.0.0.	Strikes and Lock-outs.....	2
7.0.0.	Union Dues Check-off and Local Levy	2
8.0.0.	No Discrimination	3
9.0.0.	Probationary Period	3
10.0.0.	Grievance and Arbitration Procedure.....	3
	Pre-grievance discussion.....	3
	Step 1	4
	Step 2 – Arbitration of Grievance.....	5
11.0.0.	Salaries	6
	Short Term Occasional Teachers	6
	Long Term Occasional Teachers	7
12.0.0.	Sick Leave for Long Term Occasional Teachers.....	8
13.0.0.	Miscellaneous Leaves	9
	Bereavement Leave.....	9
	Examination and Graduation.....	10
	Holy Day	10
14.0.0.	Insured Employee Benefits.....	10
14.2.0.	Extended Health Benefits.....	10
14.3.0.	Semi-private Hospital Care Benefits.....	11
14.4.0.	Dental Health Care Plan.....	11
14.5.0.	Application and Eligibility	11
14.6.0.	Premiums.....	12

15.0.0. Evaluation of an Occasional Teacher's Classroom Teaching	12
16.0.0. Professional Activity/Development Days	13
17.0.0. Late Calls	13
18.0.0. Call-out Error.....	14
19.0.0. Occasional Teacher List.....	14
20.0.0. Secondary Occasional Teachers' Consultation Committee.....	15
21.0.0. Printing of the Agreement	16
22.0.0. Personnel Files	16
23.0.0. Communications	16
24.0.0. Posting of Notices—Bulletin Board.....	17
25.0.0. Union Business.....	17
26.0.0. Absence During the Qualifying Period of a Pre-scheduled Long Term Occasional Teacher Assignment.....	18
27.0.0. Access Provisions	19
Access to Day School Teacher Positions	19
Access to Long Term Occasional Teaching Positions	19
28.0.0. Non Teaching Duties.....	20
29.0.0. Continuing Educational Occasional Teachers	20
Salary	20
Letter of Understanding	
Re: Letters of Concern and/or Discipline.....	21
Letter of Intent	
Re: Data Collection and Staffing	21

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**

This Agreement shall be in effect from September 1, 2002, and shall remain in effect until August 31, 2004, and from year to year thereafter unless either party notifies the other party in writing, within 90 days prior to expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Labour Relations Act.

4.1.1. Either party wishing to amend or add to this Agreement prior to its expiration shall notify the other party to this effect, such notice to be given in writing, and the parties shall meet within 30 days to determine if the other party will agree to re-open the Agreement.

5.0.0. **DEFINITIONS**

5.1.0 "Bargaining Unit" shall mean the Toronto Occasional Teachers' Bargaining Unit, District 12 of the Ontario Secondary School Teachers' Federation.

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

- 5.3.0. "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of 15 or more consecutive school days as a substitute for one teacher.
- 5.4.0. "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.
- 5.5.0. "Occasional Teacher List" means a list of Occasional Teachers of the Bargaining Unit, who have been accepted by the Board as Occasional Teachers in the secondary panel.
- 5.6.0. "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.
- 5.7.0. "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. **BARGAINING UNIT DUES CHECK-OFF AND LOCAL LEVY**

- 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 Treasurer within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings. It shall be the responsibility of the Bargaining Unit prior to August 15th of a given year to provide the Board with the name and mailing address of the Treasurer.
- 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.
- 7.4.0 The Union and Bargaining Unit 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 upon 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.

10.3.0 **Pre-grievance discussion**

An Occasional Teacher or a group of Occasional Teachers prior to the filing of a grievance by the Bargaining Unit, shall 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 Bargaining Unit.

10.4.0. If no resolution is reached under 10.3.0., the Bargaining Unit may submit a grievance on behalf of an Occasional Teacher or 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 Bargaining Unit.

Step 1

10.6.0. If no resolution is reached under 10.3.0., the Bargaining Unit may submit a grievance on behalf of an Occasional Teacher or group of Occasional Teachers in writing 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 the description of the complaint sufficient to indicate the substance of the complaint and remedy sought.

The representatives shall meet within ten school days of the bargaining unit requesting such a meeting in order to attempt to resolve the grievance.

10.7.0. The Board or Bargaining Unit 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 Bargaining Unit 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 Bargaining Unit 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 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.

- 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:

Degreed rate	Daily			
	Base Rate	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$5.98	\$4.49	\$160.01
Effective Sept.1/2003	\$153.28	\$6.13	\$4.60	\$164.01
Effective April 1/2004	\$154.05	\$6.16	\$4.62	\$164.83

- (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:

Degreed rate	Daily Base Rate	Exper. Bonus #1	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$5.15	\$6.19	\$4.64	\$165.52
Effective Sept. 1/2003	\$153.28	\$5.28	\$6.34	\$4.76	\$169.66
Effective April 1/2004	\$154.05	\$5.31	\$6.37	\$4.78	\$170.51

(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:

Degreed rate	Daily Base Rate	Exper. Bonus #2	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$10.30	\$6.39	\$4.80	\$171.03
Effective Sept. 1/2003	\$153.28	\$10.56	\$6.55	\$4.92	\$175.31
Effective April 1/2004	\$154.05	\$10.61	\$6.59	\$4.94	\$176.19

(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:

Degreed rate	Daily Base Rate	Exper. Bonus #3	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$15.45	\$6.60	\$4.95	\$176.54
Effective Sept 1/2003	\$153.28	\$15.84	\$6.76	\$5.07	\$180.95
Effective April 1/2004	\$154.05	\$15.92	\$6.80	\$5.10	\$181.87

(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:

Degreed rate	Daily Base Rate	Exper. Bonus #4	Vac. Pay	Stat. Hol.	Total
---------------------	--------------------------------	--------------------------------	---------------------	-----------------------	--------------

Effective Sept. 1/2002	\$149.54	\$20.60	\$6.81	\$5.10	\$182.05
Effective Sept. 1/2003	\$153.28	\$21.12	\$6.98	\$5.23	\$186.61
Effective April 1/2004	\$154.05	\$21.23	\$7.01	\$5.26	\$187.55

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 the current collective agreement for the Board's secondary teachers but such payment shall be made only after the ratification of this Agreement and shall be retroactive to the beginning of the term of this Agreement.

Such payment shall be the amount set out in the grid 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 category placement following confirmation by the Board of the appointment to the long term occasional teaching assignment.

Payment on the secondary teachers' salary grid shall be retroactive to the first day of the long term occasional teaching assignment.

The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional teaching 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 Effective September 1, 2003 the group placement of a Long Term Occasional Teacher shall be determined by the Board based on the Certification Rating Statement of O.S.S.T.F. and the Group Definitions set out in the O.S.S.T.F. Certification Plan in effect September 1, 2000. It shall be the responsibility of the Union to provide the appropriate Certification Rating Statement based on the Plan in effect September 1, 2000.
- 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.
- 11.8.0. A Professional Activity/Development Day shall not interrupt the continuity of a Long Term Occasional teaching assignment.
- 12.0.0. **SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS**
- 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 on 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

- 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 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, grandparents and grandchildren.
- 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 from a recognized post secondary institution, one full day during 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.

Holy Day

- 13.5.0. A Long Term Occasional Teacher may be absent without loss of salary but with deduction from sick leave credit for one religious holy day per school year during any long term occasional teaching assignment in that year.

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:

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.

14.4.1 The Dental Care Plan be amended to update the ODA Fee Guide to the 1999 ODA Schedule of Fees for General Practitioners effective as soon as administratively feasible after ratification of the contract.

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 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.
- 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. An occasional teacher may request an evaluation subject to the availability of an evaluator.
- 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 must maintain membership in good standing with the Ontario College of Teachers.

19.2.0. An Occasional Teacher shall notify the person designated by the employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

19.3.0. The Board shall, on or before October 15, December 15, February 15 and May 15 of each year, provide the Bargaining Unit with a copy of an updated Occasional Teacher List which will contain the name, address and telephone number for each Occasional Teacher on the Occasional Teacher List.

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. Dispatch of short term occasional teaching assignments shall be as per Board protocol except in emergency situations.
- 19.7.0. 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 consecutive schools days may be removed from the list
(15)
- 19.7.1. The provision of 19.7.0. applies only to assignment calls made before 8:00 am on the day of the assignment.
- 19.7.2. Prior to being taken off the Occasional Teacher List, a notice 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 19.7.0.
- 19.7.3. 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 Bargaining Unit 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 Bargaining Unit appointed by the Bargaining Unit, one of whom shall be named as co-chairperson by the Bargaining Unit. The composition of this committee may be modified by mutual agreement.

- 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 Bargaining Unit 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.
- 20.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.

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 Bargaining Unit 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 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 Bargaining Unit 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 Bargaining Unit 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 Bargaining Unit 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 Bargaining Unit 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 O.S.S.T.F. Provincial Office for a two year period or as full time President of the Bargaining Unit for a period of a year.
- 25.1.1. The Occasional Teacher shall be paid, at the rate that is set by the Bargaining Unit, 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 Bargaining Unit business.
- 25.3.0. The Bargaining Unit may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Bargaining Unit 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 Bargaining Unit 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 Bargaining Unit 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 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 an information session 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

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. As soon as administratively feasible, such assignments shall be advertised on the Board's Intranet.

(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.

(iii) To fill a long term occasional teaching assignment with a person, other than an Occasional Teacher already on the Occasional Teacher List, permission must be received from the Central Co-ordinating Principal Secondary Teaching or designate, prior to offering the position.

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.
10.0.0.

29.2.0. **Salary**

29.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be inclusive of holiday and vacation pay.

September 1, 2002	\$37.48
September 1, 2003	\$38.42
April 1, 2004	\$38.61

29.2.2. The hourly rate of pay, set out in 29.2.1., shall be payment for the normal duties of a Continuing Education Occasional Teacher and shall be paid for classroom hours only.

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.

LETTER OF INTENT
Re: Data Collection and Staffing

The Board will gather, on an on-going basis, data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointments. This data will be shared with the Secondary Occasional Teachers' Consultation Committee. If the Secondary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President of the Bargaining Unit in a timely fashion.

A Staffing Committee shall be convened no later than June of each year to review the staffing process for the upcoming year. This Committee shall be comprised of equal representatives from the Board and the Bargaining Unit. This Committee shall be a sub-committee of the Secondary Occasional Teachers' Consultation Committee.

The Board and the Bargaining Unit agree to continued consultation concerning the Board's occasional teacher requirements with reference to grade, subject and geographic needs. Such consultation shall include input from the occasional teaching department, the hiring/recruitment/staffing department, and the Bargaining Unit.

The Bargaining Unit undertakes to inform its members of changes to the Board's occasional teacher requirements.

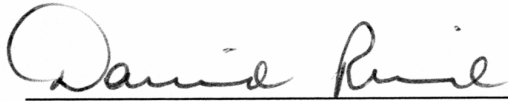
IN WITNESS WHEREOF the Board has caused to be fixed hereto its
al attested to by the hands of its proper officers duly authorized in that behalf
d the Union has by the hands of its duly authorized representatives executed
s Agreement.

Dated at Toronto this 30 day of OCTOBER, 2003.

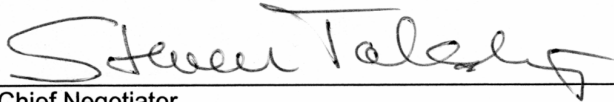
The Toronto District School Board



Supervisor

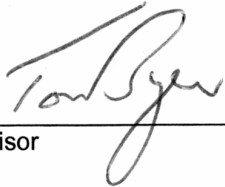


Director of Education and Secretary-Treasurer

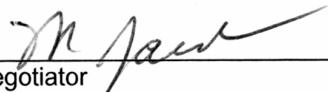


Chief Negotiator

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



Supervisor



Chief Negotiator

Effective September 1, 2003 to March 31, 2004:

Step	Group I	Group II	Group III	Group IV
0	36,162	37,844	40,931	43,832
1	38,074	39,852	43,682	46,211
2	40,289	42,166	46,589	49,041
3	42,502	44,487	49,491	51,880
4	45,024	47,101	52,552	55,174
5	47,540	49,733	55,607	58,465
6	50,060	52,353	58,664	61,754
7	52,585	54,968	61,722	65,054
8	55,104	57,592	64,778	68,342
9	57,624	60,212	67,839	71,636
10	60,145	62,830	70,900	74,928

Effective the first pay date after

April 1, 2004 to August 30, 2004:

Step	Group I	Group II	Group III	Group IV
0	36,343	38,033	41,136	44,051
1	38,264	40,051	43,900	46,442
2	40,490	42,377	46,822	49,286
3	42,715	44,709	49,738	52,139
4	45,249	47,337	52,815	55,450
5	47,778	49,982	55,855	58,757
6	50,310	52,615	58,957	62,063
7	52,848	55,243	62,031	65,379
8	55,380	57,880	65,102	68,684
9	57,912	60,513	68,178	71,994
10	60,446	63,144	71,255	75,303

Effective August 31, 2004:

Step	Group I	Group II	Group III	Group IV
0	36,706	38,413	41,547	44,491
1	38,646	40,451	44,338	46,905
2	40,854	42,800	47,289	49,778
3	43,141	45,155	50,234	52,659
4	45,701	47,809	53,342	56,003
5	48,255	50,481	56,443	59,343
6	50,812	53,140	59,545	62,682
7	53,375	55,794	62,650	66,031
8	55,933	58,458	65,752	69,369
9	58,490	61,117	68,858	72,713
10	61,049	63,774	71,966	76,055