

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)**

**for the
2008-2009, 2009-2010,
2010-2011 and 2011-2012
school years**

11872 (05)

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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 Teacher Federation, hereinafter referred to as the Union, as the sole and exclusive Bargaining Agent for all Secondary Occasional Teachers covered under this Collective Agreement.

2.2.0. The Board further recognizes and O.S.S.T.F. confirms that O.S.S.T.F. has duly authorized the Secondary School Occasional Teachers' Bargaining Unit of O.S.S.T.F. District 12 Toronto hereinafter referred to as the OTBU to act as the agent of O.S.S.T.F. in all matters relating to the negotiation, interpretation, administration, and application of this Agreement.

3.0.0. **RIGHTS**

3.1.0. **Management Rights**

3.1.1. 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.

3.2.0. **Union Rights**

3.2.1. No Occasional Teacher shall be disciplined or discharged without just cause.

3.2.2. If the Board requires an occasional teacher to meet with his/her supervisor in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the occasional teacher that he/she has the right to have an O.S.S.T.F. representative present. If the occasional teacher elects to have O.S.S.T.F. representation, no discussion of the issues will take place until the O.S.S.T.F. representative is present in a timely fashion.

4.0.0. **TERM OF THE AGREEMENT**

4.1.0. This Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall

continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Ontario 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.

Effective September 1, 2009 "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of ten (10) 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. An occasional teacher for the purposes of this agreement shall mean a teacher who is a member of the College of Teachers.

- 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.
- 5.8.0. "STBU" shall mean the OSSTF District 12 Toronto Secondary Teachers' Bargaining Unit.

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 District 12 Occasional Teachers' 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 (10) 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 school 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.

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 based on the number of full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board.

	0 – 100 Full-time Equivalent Days	After 100 Full-time Equivalent Days
Effective September 1, 2008	\$196.26	\$215.90
Effective September 1, 2009	\$202.15	\$222.38
Effective September 1, 2010	\$208.21	\$229.05
Effective September 1, 2011	\$214.46	\$235.92

*The above noted rates are inclusive of vacation pay and statutory holiday pay.

11.1.1. For purposes of 11.1.0., "Board" includes a Predecessor Board.

12.0.0. **Long Term Occasional Teachers**

12.1.0. 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.

- 12.2.0. 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 12.1.0 above.
- 12.3.0. 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.
- 12.4.0. Effective September 1, 2010, recognized teaching experience shall include short-term, daily occasional teaching experience with the Toronto District School Board obtained after September 1, 2009 such that each twenty (20) days of accumulated experience shall equate to one-tenth of a year of credit. It is understood that this calculation applies to grid placement for long-term occasional teaching assignments only.
- 12.5.0. The group placement of a Teacher shall be determined by the Board based upon the Certification Rating Statement of OSSTF and the Group definitions set out in the O.S.S.T.F. Certification Plan in effect September 1, 2008.
- 12.6.0. 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.
- 12.7.0. 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.
- 12.8.0. A Professional Activity/Development Day shall not interrupt the continuity of a Long Term Occasional teaching assignment.
- 12.9.0. A Long Term Occasional Teacher Assignment will not end in June until such time as marks and exams for which the Long Term Occasional Teacher has responsibility have been handed in as per school direction and timelines.

12.10.0. Effective September 1, 2006, a Long Term Occasional Teacher who has a good or exemplary rating on a Teacher Performance Appraisal shall be entitled to an interview for the Eligible to Hire List for day school positions provided a completed application package has been submitted within Board timelines.

13.0.0. **SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS**

13.1.0. 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.

13.2.0. 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, but they shall accumulate from one long-term occasional teaching assignment to another long term occasional teaching assignment within the same school year. Sick leave days may be used retroactively to the beginning of a long term occasional teaching assignment.

13.2.1. Notwithstanding 13.2.0., 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.

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

13.3.1. 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

13.3.2. 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.

13.4.0. 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.

14.0.0. **MISCELLANEOUS LEAVE**

14.1.0. **Bereavement Leave**

14.1.1. 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.

14.1.2. 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 close relative other than the relatives covered under 14.1.1.

14.2.0. **Examination and Graduation**

14.2.1. 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:

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

for the purpose of attending one's graduation from a recognized post secondary institution, one full day during which the graduation occurs.

14.3.0. **Jury Duty**

14.3.1. 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 12.1.0. 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.

14.4.0. **Holy Day**

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

14.5.0. **Family Medical Leave**

14.5.1. The Employer, upon notification from the Occasional Teacher, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000 for up to eight (8) weeks in duration. The Occasional Teacher shall provide written notification as soon as possible. The Occasional Teacher shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the Employment Standards Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

14.5.2. If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.

14.5.3. An Occasional Teacher on Family Medical Leave shall continue to accrue credit for seniority, sick leave and grid experience. The Occasional Teacher will continue to make contributions to the pension plan for the period of the leave, unless the Teacher elects, in writing, not to make contributions.

14.5.4. The Employer shall continue to pay its portion of the costs of the Occasional Teacher's benefit coverage according to this Collective Agreement.

14.5.5. The Employer shall provide the employee with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.

14.5.6. The duration of the Family Medical Leave is as defined in the Employment Standards Amendment Act (Family Medical Leave), 2004.

15.0.0. **INSURED EMPLOYEE BENEFITS**

15.1.0. Subject to the conditions set out under 15.5.0. and 15.6.0., 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 enroll and participate in

each of the Insured Employee Benefit Plans as set out under 15.2.0., 15.3.0. and 15.4.0.

15.2.0. 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

effective September 1, 2007, eyeglasses (including contact lenses) benefits to a maximum of \$300 per person for a two year period.

effective September 1, 2010, eyeglasses (including contact lenses) benefits to a maximum of \$400 per person for a two year period.

15.3.0. Semi-private Hospital Care Benefits

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

15.4.0. 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.

15.4.1 Effective September 1, 2007, the benefits will be based upon the 2003 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective April 1, 2009, the benefits will be based upon the 2004 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2009, the benefits will be based upon the 2005 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2010, the benefits will be based upon the 2007 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2011, the benefits will be based upon the 2008 Ontario Dental Association Schedule of Fees for General Practitioners.

15.5.0. Application and Eligibility

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

15.5.2. 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 15.6.0.

15.5.3. 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 15.5.2.

15.5.4. If the Occasional Teacher fails to comply with any of the conditions of 15.0.0. the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enroll except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under 15.0.0.

15.6.0. **Premiums**

15.6.1. 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.

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

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

16.1.0. An evaluation of an Occasional Teacher may be made at the discretion of the Principal, Vice-Principal or a Supervisory Officer.

16.2.0. Under normal circumstances, an Occasional Teacher shall be given two days prior notice of a classroom evaluation.

16.3.0. 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.

16.4.0. 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.

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

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

16.7.0. 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.

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

16.9.0. Evaluations of Occasional Teachers shall follow the Board's "Occasional Teacher Evaluation Form" as amended from time to time by the Board.

17.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 17.1.0. 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.
- 17.2.0. 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.
- 17.3.0. There will be a voluntary unpaid professional development day for short term occasional teachers to be held on the same day as the Board-wide Professional Development Day. The priority activities shall be determined and organized by the Union subject to approval of the Executive Superintendent of Employee Services or designate that the activities are consistent with the curriculum and classroom management priorities of the Board or as otherwise agreed.

18.0.0. LATE CALLS

- 18.1.0. 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.
- 18.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.
- 18.3.0. 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.

19.0.0. CALL-OUT ERROR

- 19.1.0. 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.
- 19.2.0. 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.

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

20.0.0. **OCCASIONAL TEACHER LIST**

20.1.0. 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.

20.2.0. 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.

20.3.0. 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, Board employee number, address and telephone number for each Occasional Teacher on the Occasional Teacher List.

20.4.0. 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.

20.4.1. The 15 school days prior notice may be waived by the person designated by the employer in case of emergency or special circumstance.

20.5.0. 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.

20.5.1. Subject to 20.5.0., 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 (5) full time equivalent days in the preceding school year.

Effective September 1st, 2009, the Board will 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 ten (10) full time equivalent days in the 2009-2010 school year.

Effective September 1st, 2010, the Board will 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 fifteen (15) full time equivalent days in the 2010-2011 school year.

Effective September 1st, 2011, the Board will 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 twenty (20) full time equivalent days in the 2011-2012 school year.

- 20.6.0. Dispatch of short term occasional teaching assignments shall be as per Board protocol except in emergency situations.
- 20.7.0. 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 (15) consecutive schools days may be removed from the list
 - 20.7.1. The provision of 20.7.0. applies only to assignment calls made before 8:00 am on the day of the assignment.
 - 20.7.2. 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 20.7.0.
 - 20.7.3. 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.
- 20.8.0. The use of emergency replacement personnel shall be as per Board Protocol as amended from time to time after consultation with the Union.
- 21.0.0. **SECONDARY OCCASIONAL TEACHERS' CONSULTATION COMMITTEE**
 - 21.1.0. 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.

- 21.2.0. 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.
- 21.3.0. 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.
- 21.4.0. 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.
- 21.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.
- 21.6.0. Prior to making any changes to the Board's protocol regarding the dispatch system, the Board shall consult with the Union at the Secondary Occasional Teachers' Consultation Committee.
- 21.7.0. **Staffing Committee**

A Staffing Committee shall be convened no later than June 1 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 OTBU. This Committee shall be a sub-committee of the Secondary Occasional Teachers' Consultation Committee.

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

The Board and the OTBU will review the process under 20.5.1. including the mechanism available for a teacher to request reinstatement where the teacher did not meet the minimum number of qualifying days.

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

22.0.0. **PRINTING OF THE AGREEMENT**

- 22.1.0. 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 (50) fifty copies once the printing has been completed.

23.0.0. **PERSONNEL FILES**

- 23.1.0. 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.
- 23.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.
- 23.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 16.0.0., 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.
- 23.4.0. Where the Board amends such information under 23.3.0. The Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.

24.0.0. **COMMUNICATIONS**

- 24.1.0. 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.
- 24.2.0. 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.
- 24.3.0. Annually after September 1st, upon written request by the Bargaining Unit, the Board shall provide, within 60 calendar days, data showing the number of Occasional Teachers' eligible to participate in the Insured Employee Benefit Plans and the number of Occasional Teachers' that are participating.
- 24.4.0. Annually after September 1st, upon written request by the Bargaining Unit, the Board shall provide, within 60 calendar days,

data showing the scattergram of Daily Occasional Teachers' salaries in the preceding school year.

25.0.0. POSTING OF NOTICES– BULLETIN BOARD

25.1.0. The Board shall provide space on a bulletin board in each secondary school for the posting of notices issued by the Bargaining Unit President or designate. 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.

26.0.0. UNION BUSINESS

26.1.0. Subject to 26.1.1. to 26.1.2., 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 (2) year period or as full time President of the Bargaining Unit for a period of up to two (2) years.

26.1.1. 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.

26.1.2. 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.

26.2.0. 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.

26.2.1. 26.1.1. applies to a part-time leave for the President.

26.2.2. 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.

26.3.0. 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.

26.3.1. 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.

- 26.4.0. A period of office, during which the Board pays the Occasional Teacher under 26.0.0., shall not be considered as teaching experience.
- 26.5.0. 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 15.0.0. provided that, if the Occasional Teacher participates, the Bargaining Unit reimburses the Board for the Board's share of the premium costs.
- 26.6.0. 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.
- 26.7.0. The Bargaining Unit shall reimburse the Board for the full employment costs incurred under 26.1.0. to 26.5.0.
- 26.8.0. Notwithstanding 26.7.0., a member of the negotiating committee under 26.3.0., 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).
- 26.8.1. The time referred to in 26.8.0. is the time when the mediator or conciliator notifies the parties of the meeting(s).
- 27.0.0. **ABSENCE DURING THE QUALIFYING PERIOD
OF A PRE-SCHEDULED LONG TERM
OCCASIONAL TEACHER ASSIGNMENT**
- 27.1.0. Subject to 27.1.1. and 27.1.2., 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 six (6) 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.
- 27.1.1. 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.

27.1.2. 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.

27.2.0. An absence, under 27.1.0., does not count as a day towards the qualifying period under 5.3.0.

28.0.0. **ACCESS PROVISIONS**

28.1.0. **Access to Day School Teacher Positions**

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

28.1.2. 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 eligible to hire list.

28.2.0. **Access to Long Term Occasional Teaching Positions**

28.2.1. 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 and/or the Board's Intranet 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.

28.2.2. The Board shall provide the Bargaining Unit with a list containing the Long Term Occasional Teacher position(s) posted and the name of the successful candidate for each position.

29.0.0. **WORKING CONDITIONS**

29.1.0. 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.

29.2.0. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection on a regular basis, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage, or manual expression of the bladder.

30.0.0. **CONTINUING EDUCATION OCCASIONAL TEACHERS**

30.1.0. Except as set out in 30.1.1., only the terms and conditions of employment, in 30.0.0., apply to Continuing Education Occasional Teachers.

30.1.1. The following apply to Continuing Education Occasional Teachers:

- 1.0.0. and 1.1.0
- 2.0.0. to 2.2.0.
- 3.0.0. to 3.2.2.
- 4.0.0. to 4.1.1.
- 5.1.0. to 5.2.0
- 6.0.0. and 6.1.0.
- 7.0.0. to 7.4.0.
- 8.0.0. and 8.1.0.
- 10.0.0.

30.2.0. **Salary**

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

	Daily Rate
Effective September 1, 2008	46.34

Effective September 1, 2009	49.77
Effective September 1, 2010	53.45
Effective September 1, 2011	57.41

30.2.2. The hourly rate of pay, set out in 30.2.1., 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 16.3.0.

LETTER OF UNDERSTANDING
Re: Short Term Occasional Teacher Workload

The Board and the Union shall convene a committee consisting of equal representation from each party to study, gather data, and review the workload of Short Term Occasional Teachers. This committee may be a sub-committee of the Secondary Occasional Teachers' Consultation Committee by mutual consent of the parties.

LETTER OF UNDERSTANDING
Re: Short Term Occasional Teacher Materials

The Secondary Occasional Teachers' Consultation Committee shall annually review the practices of schools in respect to short term occasional teacher materials. The list of items to be reviewed shall include:

- Current class list for each class assigned
- Current seating plan for each class assigned
- A map of the school
- A copy of the school discipline code and other relevant policies
- The name(s) of appropriate teacher(s) from whom the occasional teacher may expect to receive assistance in the assigned subject(s) or classes (and their location)
- Detailed lesson plans for each class
- School timetable for that day
- Details of any special events planned for that school day
- Particulars of medical needs of students
- Key access to washrooms, classrooms and all facilities appropriate to the Occasional Teacher's assignment.

LETTER OF UNDERSTANDING
Member Services Training and Professional Development

The parties agree that the Board shall provide \$40 000 each school year to the Bargaining Unit (OTBU) in order to provide Member Services Training and Professional Development. The OTBU shall upon request provide an accounting each year of the fund's expenditure.

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.

LETTER OF INTENT
Re: Occasional Teacher Evaluation

A Committee shall be established, not later than April 30, 2009, to develop an evaluation process for secondary occasional teachers and to improve their access to permanent teaching positions. The Committee shall complete its work no later than December 18, 2009. The deadline may be extended by mutual consent.

The Committee shall be a sub-committee of the Secondary Occasional Teachers' Consultation Committee. It shall consist of up to four representatives designated by the Board and up to four representatives designated by the Union. Each party shall name a co-chair.

The Committee shall establish a schedule of up to six meetings.

The purpose of the Committee is to make recommendations by consensus for the evaluation of short term and long-term occasional teachers. The topics for recommendation may include:

- the evaluation process including a debriefing component;
- access to the evaluation process, including requests by teachers for evaluations;
- the form(s) to be used;
- a process for identification of those occasional teachers for whom the

- Board shall provide an interview for the eligible to hire list;
- a process for identifying applicants on the eligible to hire list that are already members of the Secondary Occasional Teacher Bargaining Unit;
- an implementation plan for the evaluation process.

The Committee shall make recommendations to the Executive Officer of Employee Services.

SUPPLEMENTARY INFORMATION
Secondary Teachers Bargaining Unit Pay Grid
(This information is not part of the Collective Agreement)

Effective September 2008				
Step	Group 1	Group 2	Group 3	Group 4
0	41,830	43,775	47,348	50,702
1	44,040	46,097	50,528	53,453
2	46,602	48,775	53,890	56,725
3	49,163	51,458	57,245	60,009
4	52,080	54,481	60,788	63,818
5	54,990	57,528	64,320	67,628
6	57,904	60,558	67,857	71,432
7	60,826	63,581	71,395	75,249
8	63,741	66,617	74,929	79,050
9	66,653	69,649	78,470	82,862
10	69,570	72,675	82,010	86,671

Effective September 2009				
Step	Group 1	Group 2	Group 3	Group 4
0	43,085	45,088	48,768	52,223
1	45,361	47,480	52,044	55,057
2	48,000	50,238	55,507	58,427
3	50,638	53,002	58,962	61,809
4	53,642	56,115	62,612	65,733
5	56,640	59,254	66,250	69,657
6	59,641	62,375	69,893	73,575
7	62,651	65,488	73,537	77,506
8	65,653	68,616	77,177	81,422
9	68,653	71,738	80,824	85,348
10	71,657	74,855	84,470	89,271

Effective September 2010				
Step	Group 1	Group 2	Group 3	Group 4
0	44,378	46,441	50,231	53,790
1	46,722	48,904	53,605	56,709
2	49,440	51,745	57,172	60,180
3	52,157	54,592	60,731	63,663
4	55,251	57,798	64,490	67,705
5	58,339	61,032	68,238	71,747
6	61,430	64,246	71,990	75,782
7	64,531	67,453	75,743	79,831
8	67,623	70,674	79,492	83,865
9	70,713	73,890	83,249	87,908
10	73,807	77,101	87,004	91,949

Effective September 2011				
Step	Group 1	Group 2	Group 3	Group 4
0	45,709	47,834	51,738	55,404
1	48,124	50,371	55,213	58,410
2	50,923	53,297	58,887	61,985
3	53,722	56,230	62,553	65,573
4	56,909	59,532	66,425	69,736
5	60,089	62,863	70,285	73,899
6	63,273	66,173	74,150	78,055
7	66,467	69,477	78,015	82,226
8	69,652	72,794	81,877	86,381
9	72,834	76,107	85,746	90,545
10	76,021	79,414	89,614	94,707

Additional Information
Secondary Occasional Teachers
Correct at time of Publication

OSSTF, OTBU Information

<ul style="list-style-type: none">• Helpful information (links to Handbook, Benefits information, TDSB website, Policies & Protocols, etc.) available on the OTBU website • Job Postings can be found on the external site www.tdsb.on.ca in the “About Us Section” and “Recruitment Opportunities”. • Job Postings can also be found on the Boards Intranet site http://tdsbweb/, in the “Employee Services” section called “Job Postings” • SmartFind<ul style="list-style-type: none">• https://secure.tdsb.on.ca/sfe• 416-338-4747, option 2 • Payroll Reception Desk<ul style="list-style-type: none">○ Phone → 416-395-9642○ Fax → 419-395-8300 or 416-395-4938 • Police Offense Declaration Form completed annually between March and June<ul style="list-style-type: none">○ www.tdsb.on.ca/forms/od	<ul style="list-style-type: none">• Enterprise Helpdesk contact information:<ul style="list-style-type: none">• By E-mail<ul style="list-style-type: none">• enterprise.helpdesk@tdsb.on.ca • By Phone<ul style="list-style-type: none">○ 395-HELP (4357) Option 5 ○ Have your TDSB Employee Number available. ○ Have your Remedy Ticket Number available if you are calling about an existing ticket. ○ If you are leaving a message, please spell your name; provide the phone number and the most convenient times for a call back. • By Fax<ul style="list-style-type: none">○ (416) 394-4721 • Government Information<ul style="list-style-type: none">○ Lost SIN card, Employment Insurance, Health Card, Passports, etc. <p>http://www.servicecanada.gc.ca/</p>
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Contact OTBU

Correct at time of Publication



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