



## **AGREEMENT**

**Between**

**THE THAMES VALLEY DISTRICT SCHOOL BOARD**

**and**

**THE ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION**

**DISTRICT 11  
APPENDIX E  
OCCASIONAL TEACHERS**

**2002 SEPTEMBER 01**

**TO**

**2004 AUGUST 31**

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**This Collective Agreement, hereinafter referred to as the Agreement, is made this 3<sup>d</sup> day of December, 2003.**

**- BETWEEN -**

**The Thames Valley District School Board**

**- AND -**

**The Ontario Secondary School Teachers' Federation  
District 11 Occasional Teachers' Local**

#### **ARTICLE 1- PURPOSE**

- 1.1** It is the intent of the Parties to set forth in the Agreement the entitlement of those Occasional Teachers covered by the Agreement to certain terms and conditions of employment all of which constitute the entire negotiated Agreement between the Parties.
- 1.2** It is the desire of the Parties to maintain a harmonious relationship between the Board and each Occasional Teacher covered under the Agreement.

#### **ARTICLE 2 - RECOGNITION**

- 2.1** The Board, being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its secondary panel according to the Education Act and its Regulations (including Learning Co-ordinators), Secondary Occasional Teachers and Continuing Education Teachers.
- 2.2** The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 2.3** The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- 2.4** The Board further recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board or school/worksite administrator shall notify the member of his/her right to Union representation.
- 2.5** The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 2.6** The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.

- 2.7 The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

### **ARTICLE 3 - TERM OF THE AGREEMENT, RENEWAL AND AMENDMENT**

- 3.1 The Agreement becomes effective 2002 September 01 and shall remain in effect until 2004 August 31 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the *Labour Relations Act*.
- 3.2 Without limiting the rights of the Parties under the *Labour Relations Act*, it is agreed that notice to bargain may be given by either Party following January 31 in the year in which the Agreement expires in order to allow for negotiations to commence during the school year.

#### Amendment During Life of Agreement

- 3.3 Any amendment(s) to the provisions of the Agreement during the term of the Agreement shall be by the mutual consent of the Parties. The amendment(s) shall be in writing and shall be binding on both Parties effective the date specified within the amendment.

### **ARTICLE 4 - NO STRIKE OR LOCK-OUT**

- 4.1 The Board agrees that there shall be no lock-out of Occasional Teachers and the Union agrees that there shall be no strike by Occasional Teachers during the life of the Agreement. Lock-out and strike shall be as defined in the *Labour Relations Act*.
- 4.2 In the event of a strike by other employees of the Board or a lock-out of other employees by the Board, the Occasional Teachers shall continue to perform their assigned professional duties to the best of their ability.

### **ARTICLE 5 - RIGHTS AND RESPONSIBILITIES**

#### **5.1 Management Rights**

The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and are in compliance with the prevailing statutes and regulations.

#### **5.2 No Penalty For Lawful Union Activity**

The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

### **5.3** No Discrimination

The Board and the Occasional Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicaps as those terms are defined in the *Ontario Human Rights Code*.

### Evaluations

- 5.4** Only Supervisory Officers, Secondary Principals and Vice-Principals and Acting Secondary Principals and Acting Secondary Vice-Principals shall evaluate an Occasional Teacher's competence.
- 5.5** (a) A Long-Term Occasional Teacher in an assignment of greater than twenty (20) days may request an evaluation by the applicable School Administrator (Principal or Vice-Principal or Acting Principal or Acting Vice-Principal). Such evaluation shall be conducted in accordance with the Board's normal evaluation policy.
- (b) An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make comments if he/she desires. Such documentation and comments will be retained as part of the Occasional Teacher's file.

### Just Cause

- 5.6** The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Occasional Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Occasional Teachers.

### Long-Term Assignments

- 5.7** (a) A written statement shall be issued to all Occasional Teachers on a long-term assignment indicating:
- 1) beginning date;
  - 2) ending date;
  - 3) Teaching position and school for the assignment;
  - 4) grid position of the Occasional Teacher in the assignment.
- (b) The Board shall provide the Union with a list of all long-term teaching assignments on a monthly basis. The list shall include the school, start and end dates where known, name of Occasional Teachers, CRS rating for the OT, experience granted for OT and salary of OT.
- (c) In the event that the assignment of the Long-Term Occasional Teacher is to be terminated prior to the originally scheduled termination date or prior to the return date of the Teacher being replaced, the Long-Term Occasional Teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice, unless the termination of the assignment is due to disciplinary action.

(d) In the event that the Teacher being replaced adjusts the date(s) of the leave by requesting an earlier start date or an extension of the end date, the Occasional Teacher shall be asked to adjust the date(s) of the long-term assignment. A refusal to adjust the start or end date, as the case may be, shall not negatively impact on the Occasional Teacher's right to the originally scheduled Long-Term assignment.

**5.8** Should a Teacher who was on a long-term leave of absence return from the leave and during the five (5) day period immediately following the return resume the leave, the Long-Term Occasional Teacher who was last employed as a Long-Term Occasional Teacher for that Teacher's assignment shall be requested to resume the assignment for the remainder of the school year or until the Teacher returns, whichever occurs first, provided the Teacher's resumption of the leave occurs within the same school year as the return date specified in this Article. The Long-Term Occasional Teacher shall have one (1) day to respond to the request. Should the response be in the affirmative in the time specified, it will be deemed that the assignment continues without a break in service for the purpose of the Agreement.

**5.9** Board to Provide Insurance

The Board shall provide adequate insurance protection for Occasional Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Occasional Teachers covered by the Agreement.

**ARTICLE 6 - OCCASIONAL TEACHER LIST**

Membership on the List

**6.1** An Occasional Teacher must meet all legal requirements to be entitled to teach in Ontario to be eligible for inclusion on the Occasional Teacher List. All certification and required documentation must be on file with the Board before a candidate's name is placed on the Occasional Teacher List.

**6.2** Only those Occasional Teachers whose names are on the Occasional Teacher List shall be called for short-term and long-term occasional teaching assignments except in emergency circumstances as recognized in the *Education Act and Regulations*.

Member Information on the List

**6.3** The List, which is distinct from the Calling List that the Board makes available to each secondary school, shall provide the following information for each Occasional Teacher: name, telephone number, address and qualifications.

**6.4** The List shall indicate which Occasional Teachers are on Leaves of Absence or long-term occasional teaching assignments as known by the Board at the time it is published, and the expected expiry date of the said leaves or assignments.

**6.5** An Occasional Teacher shall notify the Human Resource Services Department, in writing, of any changes of name, address and/or telephone number required by the Board to contact the Occasional Teacher. The Board shall provide a copy to the Union.

Providing Copies of the List



- 6.6** (a) By September 30<sup>th</sup> of each school year and every month thereafter, the Board will provide the Union with the names, addresses and telephone numbers of all Occasional Teachers on the Occasional Teacher List.
- (b) Upon written request, and up to four (4) times a year, the Board will provide the Union with a set of mailing labels of those Occasional Teachers who are on the List.

#### Probationary Period

- 6.7** A newly hired Occasional Teacher will serve a probationary period of forty (40) days of occasional teaching.

#### Statement of Intent to Remain on the List

- 6.8** The Occasional Teacher must notify the Executive Superintendent of Human Resource Services or designate by June 30 of each year of his/her desire to remain on the List for the next school year. The Board shall send notice to each Occasional Teacher by June 1 asking whether he/she wishes to have his or her name remain on the List.

#### Removal From the List

- 6.9** An Occasional Teacher's name shall be removed from the List for the following reasons:
- (a) The Occasional Teacher requests, in writing, to have his or her name removed from the List.
- (b) The Occasional Teacher is removed in accordance with the provisions of Article 5.6.
- (c) The Occasional Teacher is no longer legally entitled to teach in Ontario.
- (d) The Occasional Teacher has not taught one (1) day in the previous school year unless such Occasional Teacher has been granted an extended leave in accordance with the provisions of Article 10.13.
- (e) The Occasional Teacher has failed to provide the Board with the information required under the provisions of Articles 6.3, 6.5 or 6.8.

### **ARTICLE 7 - SALARY**

#### Rates of Pay

- 7.1** Effective 1998 September 01, the Board shall pay rates of remuneration, which include vacation pay and statutory holiday pay, in accordance with the provisions of Articles 7.1 (a) and 7.1 (b).
- (a) SHORT-TERM OCCASIONAL TEACHER
- (i) Effective 2002 September 01, the Short-Term Occasional Teacher Rate for a Short-Term Occasional Teacher, certificated to teach in Secondary Schools in Ontario, shall be 1/194 of the salary of a Category I year 0 Teacher as described in the applicable grid in Article 9 of the Secondary Teachers' Collective Agreement on the day on which the Occasional Teacher performs the teaching duties.

(b) LONG-TERM OCCASIONAL TEACHER

- (i) Effective 2000 September 01, an Occasional Teacher employed to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher shall be paid, effective the tenth (10<sup>th</sup>) day and retroactive to the first (1<sup>st</sup>) day of the assignment, a per diem rate which includes vacation pay and statutory holiday pay, in accordance with the applicable salary rate of the salary grid(s) for Secondary Teachers in effect during the assignment. The applicable salary rate will be in accordance with the Recognized Teaching Experience and Category Classification set forth in Articles 7.6, 7.7, and 7.8 respectively. The per diem rate shall be calculated by dividing the applicable salary rate by the total number of school days contained in the Board's School Year Calendar for the applicable school year.

**7.2** Effective 2002 September 01, the decimal formula that shall be used in determining the portion of the per diem rate that will be paid to Short-Term and Long-Term Occasional Teachers shall be as follows, pro rated for part of a line. The number of lines worked for a Short-Term Occasional Teacher includes scheduled supervision but does not include on-calls.

- (a) For schools with four instructional periods each day:

<b>LINES</b>	<b>SHORT-TERM OCCASIONAL</b>	<b>LONG-TERM OCCASIONAL</b>
1	0.32	0.33
2	0.65	0.67
3	0.98	1.00
4	1.30	NA

- (b) For Sir George Ross Secondary School and other schools that implement similar timetables.

<b>CLASSES</b>	<b>SHORT-TERM OCCASIONAL</b>	<b>LONG-TERM OCCASIONAL</b>
1	0.21	0.17
2	0.43	0.33
3	0.65	0.50
4	0.86	0.67
5	1.08	0.83
6	1.30	1.00
<b>Full period on-call</b>	0.32	NA

- (c) Occasional Teachers replacing fully timetabled teachers, teachers of the developmentally challenged, and teachers at W.D. Sutton School and Thames Valley Alternative Secondary Schools will be recorded as 1.0 for each day worked, pro-rated for assignments of less than a full day.

#### Pay Schedule

- 7.3** Occasional Teachers will be paid for days worked on a bi-weekly basis on the dates set forth in Schedule A.
- 7.4** (a) The Occasional Teacher's pay shall be by direct deposit to a financial institution of the Occasional Teacher's choice.
  - (b) The Occasional Teacher may change the financial institution referred to in Article 7.4 (a) no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.
  - (c) The payment shall be deposited electronically at the financial institution of the Teacher's choice and payment information shall be maintained in the Employee Portal which can be printed by the Teacher. In addition, upon written request by the Teacher, the Board shall provide to the Teacher a pay statement.

#### Record of Employment

- 7.5** The Record of Employment Certificate for Occasional Teachers shall be issued on request after the final pay is processed in July.

#### Recognized Teaching Experience

- 7.6** The following shall apply for the purposes of determining teaching experience for the purposes of Article 7.1 (b):
  - (a) post-certification teaching in a publically-supported elementary or secondary school, a board recognized privately-supported school, college, university, technical institute, professional school, trade school, or other educational organization or institution computed to the nearest one-tenth (0.1) of a year.
  - (b) pre-certification teaching in an elementary or secondary school on a Letter of Permission.
  - (c) continuing education teaching after 1996 August 31, except as specifically excluded in Article 7.6 (e), credited as point one seven (0.17) year for every credit taught to a maximum of one (1) year in any school year.
  - (d)(i) Experience gained in a single assignment of at least ten (10) consecutive days with the Thames Valley District School Board or one

(1) or more of the four (4) predecessor Boards shall also count as experience for salary purposes.

(ii) All experience recognized for a Long-Term Occasional assignment in a predecessor Board collective agreement which was counted for Years of Experience in a Long-Term Occasional assignment prior to 2000 September 01 shall count as experience for salary purposes.

(e) Teaching experience for salary purposes does not include university teaching that is concurrent with university studies, night school teaching, summer school teaching and casual occasional teaching other than that included in Article 7.6 (d).

**7.7** Every twenty (20) days of teaching experience shall be equal to one tenth (0.1) year's experience.

#### Credit for Directly Related and Military Experience - Long Term Occasional Teachers

**7.8** The following shall apply for determining related experience for the purposes of Article 7.1 (b):

##### **7.8.1** GENERAL

(a) An allowance shall not be granted for related experience if the period claimed by a Teacher was concurrent with military service credited to the Teacher by the Teacher's Pension Plan Board, a post-graduate program or other university studies.

(b) No part-month related experience shall be credited for salary purposes.

##### **7.8.2** TRADE OR WORK EXPERIENCE

(a) The following types of full-time experience shall be credited as directly related experience:

(i) Years of employment in a vocation, profession or trade related to the university degree obtained from an accredited university and to the

teaching responsibilities to be assumed.

- (ii) Trade or work experience of technical Teachers, other vocational and occupational Teachers, beyond six (6) years or the number of years required for admission to an Ontario College of Education, whichever is less, as certified by a Statement of Acceptability supplied by the Faculty of Education concerned.
  - (iii) No type of part-time related trade or work experience shall be recognized for salary purposes.
- (b) For the purpose of directly related experience, a working year shall mean twelve (12) months of full-time related experience. Each part-year period of related working experience shall be at least four (4) full working months or four-twelfths (4/12) of a working year before it may be credited. Such part-year periods of related work experience distributed over more than one (1) working year of twelve (12) months and amounting, for each part-year period, to at least four (4) full working months may be added together and calculated in twelfths (12<sup>ths</sup>).

### **7.8.3 PRE-CERTIFICATION TEACHING**

- (a) Teaching experience obtained in an organization or institution other than an elementary or secondary school before securing basic certification shall be credited for salary purposes, subject to the provisions of this article.
- (b) A working year shall mean the equivalent of ten (10) full-time months of such pre-certification teaching experience.
- (c) Teachers who acquired part-year and/or part-time pre-certification teaching experience during the 1998-99 school year and thereafter shall be credited with experience equal to their full-time equivalent contractual status during their previous school year correct to one (1) decimal place, rounded to the nearest tenth (10<sup>th</sup>).

### **7.8.4 MILITARY EXPERIENCE**

- (a) Eligibility shall be limited to Teachers whose period of employment with the Board commenced, or recommenced, on or after 1971 September 01.
- (b) Credit shall be granted to eligible Teachers for military service credited to them by the Teachers' Pension Plan Board, and for which receipts are produced verifying contribution to the Teachers' Pension Fund.

**7.8.5 ALLOWANCE ON SALARY GRID**

- (a) Subject to a maximum credit of six point seven (6.7) years of experience on the salary grid, directly-related and/or military experience shall be converted to an equivalent salary grid level according to the following formula:

Number of years of directly related and/or military experience x [2/3]

- (b) The resulting credit shall be rounded upward to the nearest tenth (10<sup>th</sup>) of a year.

**7.9 Change in Salary Category**

**7.9.1** In order to be placed in a higher salary category, the Teacher shall submit to the Human Resource Services Department the required Certification Rating Statement from the Ontario Secondary School Teachers' Federation.

- 7.9.2**
- a) If the work for the higher qualification was completed between January 01 and August 31 (both dates inclusive) then the salary increase will become effective on September 01 of the same year in which the work was completed provided documentation specified in Article 7.9.1 is received on or before January 31.
  - b) If the work for the higher qualification was completed between September 01 and December 31 (both dates inclusive) then the salary increase will become effective on January 01 of the year following the one in which the work was completed provided documentation specified in Article 7.9.1 is received on or before June 30.
  - c) Notwithstanding the foregoing, if through no fault of the Teacher confirming documents are delayed beyond the required date, the appropriate adjustment will be made retroactive to the applicable date.

**ARTICLE 8 - BENEFITS FOR LONG-TERM OCCASIONAL TEACHERS**

**8.1** A Long-Term Occasional Teacher hired for a pre-determined assignment of three (3) or more months, subject to eligibility requirements and upon application by the Long-Term Occasional Teacher, may participate in the following benefit plans:

- (a) Health Plan - Secondary Teacher Benefit Plan Division 10 Health
- (b) Dental Plan - Secondary Teacher Benefit Plan Division 10 Dental

- 8.2** The insurance outlined in Article 8.1 shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the Occasional Teacher and the insurer concerned, but the employer will use its best efforts to adjust and settle any such dispute.
- 8.3** The Long-Term Occasional Teacher may opt to participate in the benefit plans set forth in Article 8.1 (a) OR (b) OR 8.1 (a) and (b).
- 8.4** The Long-Term Occasional Teacher must be enrolled for the full length of the assignment commencing with the start date of the predetermined assignment.
- 8.5** The Board will pay eighty-five percent (85%) and the Long-Term Occasional Teacher will pay fifteen percent (15%) of the premium costs of the plans pro rated on the basis of workload selected under Article 8.3 while the Occasional Teacher is employed in the long-term assignment. Payments for the Occasional Teacher's portion will be by payroll deduction while employed in the long term assignment.
- 8.6** The provisions of Article 8.1 - 8.5 shall take effect 2004 February 01 and shall only apply to Long-Term Occasional Teachers who do not have coverage under other Thames Valley DSB health and dental insurance plans.
- 8.7** The cost sharing ratio as currently constituted shall cease to operate 2004 June 30. The parties agree that prior to 2004 August 15 the Union and the Board shall conduct a joint review of the benefits provided in this Article to determine if the cost sharing arrangement can be continued for the following school year. Should no agreement be reached by 2004 September 01 the premium cost sharing shall be 50/50.

## **ARTICLE 9 - SICK LEAVE**

### Long-Term Occasional Teachers

- 9.1** Paid sick leave will be granted at the rate of one (1) days' credit for each ten (10) days of Long-Term Occasional assignment completed. Unused sick leave credits will be accumulated and carried forward from one Long-Term Occasional assignment to another Long-Term Occasional assignment within a given school year but they will not be carried over into the following school year.
- 9.2** (a) A Long-Term Occasional Teacher who cannot attend to duties due to reasons set forth in Article 9.3 shall be granted sick leave with pay up to the extent of the Teacher's available paid sick leave days acquired in accordance with the provisions of Article 9.1.
- (b) An Occasional Teacher, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Board stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.

An Occasional Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.

### Absences Under the Sick Leave Plan

- 9.3** Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal

injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery or as set forth in Articles 9.4 and 9.5.

- 9.4** A Long-Term Occasional Teacher may be granted up to five (5) days leave per school year with deduction of sick leave credit(s) where it is necessary for the Occasional Teacher to care for a child, parent or spouse.

#### Absence Due to Acts of Nature

- 9.5** A Long-Term Occasional Teacher who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year with deduction of sick leave credit(s). Should the Long-Term Occasional Teacher be working less than a full day in the assignment, school day shall mean that Long-Term Occasional Teacher's work day on the day of the absence. A Long-Term Occasional Teacher may apply in writing to the Executive Superintendent of Human Resource Services or designate for an increase in the maximum allowable days under this section.

#### Workers' Safety Insurance

- 9.6** (a) An Occasional Teacher who is unable to perform the Occasional Teacher's regular duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B. regulations.
- (b) The Occasional Teacher will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Board to the Occasional Teacher.

### **ARTICLE 10 - LEAVES OF ABSENCE**

- 10.1** This Article shall apply only to Long-Term Occasional Teachers unless Short-Term Occasional Teachers are also indicated as being eligible.

#### Leave of Absence With Full Salary

- 10.2** Special leave without a deduction from salary and without loss of sick leave credits shall be available to Long-Term Occasional Teachers for the circumstances and under the conditions outlined hereunder. Leaves under Articles 10.3 - 10.9 require advance approval of the Principal or Supervisor, unless otherwise indicated.
- 10.3** Notwithstanding Articles 10.1 to 10.9 it shall be the prerogative of the Principal to excuse a Long-Term Occasional Teacher from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Long-Term Occasional Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Long-Term Occasional Teacher's classes.
- 10.4** When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, the Long-Term Occasional Teacher must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted to the Principal for approval.



- 10.5** Up to three (3) days may be granted in the case of the death of a member of the immediate family of a Long-Term Occasional Teacher. When used herein, immediate family shall include parent, sibling, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent.

Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Executive Superintendent of Human Resource Services or designate.

- 10.6** Leave shall be granted when an Long-Term Occasional Teacher is absent from duty in any case where because of exposure to a communicable disease, the Long-Term Occasional Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Long-Term Occasional Teacher's duties.
- 10.7** One (1) day per school year shall be granted to a Long-Term Occasional Teacher for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article 10.5.
- 10.8** A Long-Term Occasional Teacher or a Short-Term Occasional Teacher who is delayed by local weather conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made.
- 10.9** A Long-Term Occasional Teacher shall be entitled to leave for religious holidays in accordance with Board policy.

#### Leave of Absence with Occasional Teacher Cost Deduction

- 10.10** Up to one (1) day per school year shall be available for the Long-Term Occasional Teacher to attend the Occasional Teacher's own graduation ceremonies or the convocation of a child, spouse or partner.
- 10.11** A one-half (0.5) day or one (1) day leave may be granted to attend the Long-Term Occasional Teacher's own wedding or the wedding of a son or daughter. This day may not be used for vacation time.

#### Short-Term Leave of Absence with Deduction of Full Salary

- 10.12** A special leave of absence of up to ten (10) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted to Long-Term Occasional Teacher by the Executive Superintendent of Human Resource Services or designate. The special leave of absence may not be used to extend a vacation period.
- 10.13** A leave of absence for less than one (1) year may be granted to a Short-Term or Long-Term Occasional Teacher by the Executive Superintendent of Human Resource Services or designate for exceptional circumstances upon the written request of a Teacher subject to the following provisions:
- (a) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
  - (b) The request must be received far enough in advance to allow for the replacement of the Occasional

Teacher.

#### Voluntary Leaves of Absence

- 10.14** A voluntary leave of absence for one (1) year to commence September 01 shall be granted by the Executive Superintendent of Human Resource Services or designate, upon written request of a Short-Term or Long-Term Occasional Teacher, subject to the following provisions:
- (a) The request must be received by June 30 of the calendar year in which the leave is to begin.
  - (b) The leave shall be without remuneration or sick leave and time spent on leave shall not count as teaching experience.
  - (c) The Occasional Teacher on leave under Article 10.13 may request an extension of the leave by June 30 for subsequent years for a maximum of one (1) additional year.
- 10.15** The name of an Occasional Teacher on a Voluntary Leave of Absence shall be removed from the Occasional Teachers' Calling List while that Teacher is on leave and shall be returned to the List at the end of the leave unless the Occasional Teacher requests otherwise.

#### **ARTICLE 11 - PREGNANCY LEAVE**

- 11.1** Article 11 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the pregnancy leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had she not taken a pregnancy leave.
- 11.2** Pregnancy Leaves granted under the provisions of Article 11.1 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Executive Superintendent of Human Resource Services or designate.
- 11.3** The Board shall grant to a pregnant Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than one (1) day prior to the expected date of birth.
- 11.4** Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- 11.5** The written request for a Pregnancy Leave shall contain:
- (a) the start date of the Pregnancy Leave, and

- (b) the end date of the Pregnancy Leave.
- 11.6** The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.
- 11.7** A Pregnancy Leave shall be without salary or allowances.
- 11.8** Sick Leave allowance shall not apply during the pregnancy Leave. Sick leave accumulated to the commencement of the Pregnancy Leave shall be reinstated in accordance with the provisions of Article 9 at the termination of the Pregnancy Leave if the Occasional Teacher returns to work.
- 11.9** The Board shall continue to pay its normal share of premiums for such benefits under Article 8 as the Occasional Teacher is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Occasional Teacher.
- 11.10** The Occasional Teacher may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that the Occasional Teacher does not intend to pay her share of contributions.

#### Changing Dates of the Leave

- 11.11** Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of a Pregnancy Leave:
- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
  - (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Occasional Teacher provides the Executive Superintendent of Human Resource Services or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
  - (c) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.
- 11.12** An Occasional Teacher may alter the requested termination of a Pregnancy Leave:
- (e) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
  - (b) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

**11.13** An Occasional Teacher returning from a Pregnancy Leave shall be assigned by the Board to either the same position held prior to going on the leave or a position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original Long-Term Occasional assignment except for the taking of the Pregnancy Leave.

## **ARTICLE 12 - PARENTAL LEAVE**

**12.1** Article 12 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the parental leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had he/she not taken a parental leave.

**12.2** Parental Leaves granted under the provisions of Article 12.1 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.

**12.3** The Board shall grant to a male or female Occasional Teacher who becomes a parent, provided said Occasional Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave of thirty-five (35) weeks or such shorter leave as the Occasional Teacher requests.

**12.4** A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.

**12.5** The other parent requesting a Parental Leave may commence that leave anytime within the thirty-five (35) week period following the actual date of birth. The request may be for up to thirty-five (35) weeks if a pregnancy leave has been taken and for up to thirty-seven (37) weeks if a pregnancy leave has not been taken. The term "other parent" includes the natural

father and a person who is in a relationship of some permanence with the mother of the child who intends to treat the child as his or her own.

- 12.6** Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- 12.7** The written request for a Parental Leave shall contain:
- (a) the commencement date of the Parental Leave,
  - (f) the termination date of the Parental Leave; and
  - (g) the date or expected date of birth of the child.
- 12.8** A Parental Leave shall be without salary or allowances.
- 12.9** The Board shall continue to pay its normal share of the premiums for such benefits under Article 8 as the Occasional Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Occasional Teacher.
- 12.10** Occasional Teachers may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to pay their share of contributions.
- 12.11** Sick Leave allowance shall not apply during the Parental Leave. Sick leave accumulated to the commencement of the Parental Leave shall be reinstated in accordance with the provisions of Article 9 at the agreed upon termination of the Parental Leave if the Occasional Teacher returns to work.

#### Changing Dates of the Leave

- 12.12** Provided that such alteration does not contravene the provisions of the Act,

an Occasional Teacher may alter the requested start date of a Parental Leave:

- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Occasional Teacher provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

**12.13** An Occasional Teacher may alter the requested termination date of a Parental Leave:

- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*; or
- (b) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

### Extended Leaves

**12.14** Extended Leaves may be requested in writing by female and male parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory eighteen (18) week Parental Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer

but shall not extend beyond the end of the school year or the return date of the regular Teacher, whichever occurs first.

- 12.15** Benefit coverage, if applicable, for Occasional Teachers who extend a leave under the provisions of Article 12.14 shall be in accordance with the provisions of Article 8 and at the Occasional Teacher's own expense.
- 12.16** An Occasional Teacher returning from a Parental Leave shall be assigned by the Board to either the same position held prior to going on the leave or an occasional teaching position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original Long-Term Occasional assignment except for the taking of the Parental Leave.
- 12.17** An Occasional Teacher returning from an Extended Leave or for whom the provisions of Article 12.16 do not apply shall be returned to active status on the Occasional Teacher List.

### **ARTICLE 13 - ADOPTION LEAVE**

- 13.1** Article 13 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the Adoption Leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had he/she not taken an Adoption Leave.
- 13.2** Adoption Leaves granted under the provisions of Article 13.1 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.
- 13.3** The Board shall grant to a male or female Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of thirty-seven (37)

weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the fifty-two (52) week period following the child coming into the custody, care and control of a parent for adoption and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as his or her own.

- 13.4** Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- 13.5** The written request for an Adoption Leave shall contain:
- (a) the commencement date of the Adoption Leave;
  - (b) the termination date of the Adoption Leave;
  - (c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.
- 13.6** An Adoption Leave shall be without salary or allowances.
- 13.7** The Board shall continue to pay its normal share of premiums for such benefits under Article 8 as the Occasional Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Occasional Teacher.
- 13.8** Occasional Teachers may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to pay their share of contributions.
- 13.9** Sick Leave allowance shall not apply during the Adoption Leave. Sick leave accumulated to the commencement of the Adoption Leave shall be reinstated in accordance with the provisions of Article 9 at the agreed upon termination of the Adoption Leave if the Occasional Teacher returns to work.



### Changing Dates of the Leave

**13.10** Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of an Adoption Leave:

- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Occasional Teacher provides the Executive Superintendent of Human Resource Services or designate with written notice within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

**13.11** An Occasional Teacher may alter the requested termination of an Adoption Leave:

- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

### Extended Leaves

**13.12** Extended Leaves may be requested in writing by female and male parents who are on or will be on an Adoption Leave. These are leaves that continue

beyond the statutory eighteen (18) week Adoption Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year or the return date of the regular Teacher, whichever occurs first.

**13.13** Benefit coverage, if applicable, for Occasional Teachers who extend a leave under the provisions of Article 13.12 shall be in accordance with the provisions of Article 8 and at the Occasional Teacher's own expense.

**13.14** An Occasional Teacher returning from an Adoption Leave shall be assigned by the Board to either the same position held prior to going on the leave or an occasional position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original long-term occasional assignment except for the taking of the Adoption Leave.

**13.15** An Occasional Teacher returning from an Extended Leave or for whom the provisions of Article 13.14 do not apply shall be returned to active status on the Occasional Teacher List.

#### **ARTICLE 14 - CALLING PROCEDURES FOR SHORT-TERM OCCASIONAL TEACHING ASSIGNMENTS**

**14.1** The Board will consult with the Union prior to making any changes in the practices used to call Occasional Teachers for short-term assignments. Consultation shall be satisfied when the Board notifies the Union, in writing, and ten (10) days have elapsed during which time the Union may provide input to the Board.

#### **ARTICLE 15 - HIRING PROCEDURES FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS**

##### Posting

**15.1** When it is pre-determined by at least ten (10) school days in advance of the

start of the absence that a Long-Term Occasional Teacher will be required for a continuous period of two (2) months or more, such vacancy shall be posted for at least five (5) days prior to the closing date for applications. A copy shall be forwarded to the Union.

Such postings shall be available from the Board only through the telephone system and on the Board Internet Website. Notification of such postings shall be forwarded to the Union.

#### Hiring for Long-Term Positions

- 15.2 When a Long-Term Occasional teaching position becomes available, the Board shall first consider qualified applicants from the Occasional Teacher List for the position.

### **ARTICLE 16 - SHORT-TERM OCCASIONAL TEACHERS – SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE**

#### Occasional Teacher's Services Not Required

- 16.1 An Occasional Teacher who is called for a part-day assignment, who reports and who finds that his or her services are not required for the specified assignment shall remain at the school for the part-day, perform professional duties as assigned by the Principal and be paid the part-day's pay.

- 16.2 An Occasional Teacher who is called for a full-day assignment, who reports and who finds that his or her services are not required for the specified assignment shall remain at the school for the full day, perform professional duties as assigned by the Principal and be paid a full-day's pay.

#### Late Calls

- 16.3 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he/she arrives within a reasonable time of receiving such late request. The Occasional

Teacher shall be paid for the full time of the assignment.

### Emergencies

**16.4** In the event of a late opening or early dismissal of a school for emergency reasons, Occasional Teachers shall be paid for the assignment at the applicable per diem rate of pay.

### Cancellations

- 16.5** (a) The Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours notice, the Occasional Teacher shall report for work and the Board shall pay the Occasional Teacher for that assignment in accordance with the provisions of Articles 16.1 or 16.2, whichever is applicable.
- (b) In the event of inclement weather, Occasional Teachers will receive information on the status of school closures or delays in openings by the normal Board communication process. Notice of closure due to inclement weather will be deemed to meet the minimum notice requirement of Article 16.5 (a).
- (c) Notwithstanding the provision of Article 16.5(a), in the case of a pre-arranged assignment to provide coverage for a Teacher who is scheduled to be at a track and field meet that is cancelled on short notice due to inclement weather the minimum cancellation notice will be deemed to have been given.
- 16.6** In all cases where an Occasional Teacher receives pay under the provisions of Articles 16.1 to 16.5 inclusive, the time for which the Occasional Teacher is paid shall be treated as time worked for the applicable articles of the Agreement.

## **ARTICLE 17 - JOB VACANCIES: SECONDARY TEACHING POSITIONS**

**17.1** Any Occasional Teacher shall have access to vacancies in Secondary Schools posted in accordance with the process described in Article 36.1 of the Secondary Teachers' Collective Agreement at the time that such postings are made.

## **ARTICLE 18 - WORKING CONDITIONS**

**18.1** The responsibilities of an Occasional Teacher are to fulfill the teaching duties of the Secondary Teacher being replaced. Extracurricular activities are voluntary.

### Timetable

**18.2** The assignment for an Occasional Teacher shall be the same as the assignment of the Teacher being replaced except as set forth in Article 18.3.

**18.3** Unless hired for a Long-Term Occasional Assignment in accordance with the provisions of Article 15, an Occasional Teacher shall not be assigned supervisory duties prior to the commencement of class on the first morning of an assignment or prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

### Lunch Period

**18.4** An Occasional Teacher hired for an assignment at different schools that requires travel over the lunch period shall not be assigned lunch time duties.

### Time for Travelling and Travelling Expenses

**18.5** (a) A travelling allowance shall be paid to an Occasional Teacher who is replacing an itinerant Teacher, if that Teacher would otherwise have

received a travelling allowance, for travel between schools or worksites if the itinerant Teacher had not been absent.

- (b) The travelling allowance set forth in Article 18.7 (a) will be for the distance for which the itinerant Teacher would otherwise have been paid.
- (c) The travelling allowance set forth in Article 18.7 (a) shall be calculated at the rate established in accordance with Board policy/procedure.

**18.6** An Occasional Teacher who is hired to replace a Teacher whose timetable is such that duties are assigned at two (2) or more locations on the same day shall be provided with the same time to travel between locations as the Teacher being replaced normally has.

**18.7** A travelling allowance will not be paid to an Occasional Teacher for travel between assignments for two (2) different Teachers.

#### **ARTICLE 19 - MEDICAL PROCEDURES - PUPILS**

**19.1** The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Occasional Teacher to the risk of injury or liability for negligence.

**19.2** It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

#### **ARTICLE 20 - PROFESSIONAL ACTIVITY DAYS**

**20.1** The Board shall provide information to the Union about the professional

development activities provided by the Board.

- 20.2 A Long-Term Occasional Teacher whose period of employment includes a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity sessions.
- 20.3 Occasional Teachers not in a Long-Term assignment may attend, without pay, any scheduled Professional Activity Day arranged by the Board if space is available.
- 20.4 Occasional Teachers shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay, if space is available.

#### **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

- 21.1 The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act and Regulations*, as it may be amended from time to time.

#### **ARTICLE 22 - HARASSMENT**

- 22.1 After the first year of implementation of the Harassment Policy and Procedures, a committee with Union representation will meet to review, and if necessary, make recommendations for revision(s) to the Policy and/or Procedures.

#### **ARTICLE 23 - VIOLENCE PREVENTION**

- 23.1 The Board agrees that when the Safe Schools Policy and Procedures are reviewed, they will be reviewed by a committee which contains Union representation.

## **ARTICLE 24 - LEAVE FOR UNION BUSINESS**

- 24.1** Provided the program needs of the school can be met, the Board will grant the release of an Occasional Teacher from that Teacher's duties to attend to Union business if so requested by the Union.
- 24.2** An Occasional Teacher released on a per diem basis in accordance with the provisions of Article 24.1 shall be paid the per diem rate that would have been paid had the Teacher been performing the scheduled teaching duties and the Union will reimburse the Board for the full cost of such payment.
- 24.3** A Teacher released as an Officer of the District in accordance with the provisions of Article 24.1 shall be paid a salary as requested by the Union. The Union shall reimburse the Board for the full cost of such payment.
- 24.4** Notification of the name of an Officer of the District to be released in accordance with the provisions of Article 24.3 shall be given to the Executive Superintendent of Human Resource Services at least two (2) months prior to the requested release date.

## **ARTICLE 25 - LABOUR MANAGEMENT MEETINGS**

- 25.1** Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year.

## **ARTICLE 26 - CORRESPONDENCE**



**26.1** All correspondence between the Parties arising out of the Agreement shall pass to and from the Executive Superintendent of Human Resource Services or designate and the President of the Bargaining Unit.

## **ARTICLE 27 - DEDUCTION AND REMITTANCE OF UNION DUES AND FEDERATION LEVY**

**27.1** For each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any levies chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and notification shall be forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

**27.2** The OSSTF dues deducted under Article 27.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittances shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

**27.3** Levies specified by the Bargaining Unit in Article 27.1 shall be deducted and remitted to the Treasurer of OSSTF District 11, at the District Office no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

**27.4** OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

**27.5** Federation Levy

The Bargaining Unit shall provide the Board with a copy of the motion(s)

passed at a general meeting of District 11 authorizing the Board to deduct from the payroll of all members of District 11 such amount(s) as are authorized by motion. Such amount(s) shall be in the form of a one-time per year levy or a fixed percentage or dollar amount to be deducted on each pay date as set forth in the Agreement. The Board agrees to make such a deduction on the date(s) requested provided the Union motions are received by the Board at least thirty (30) days prior to the date of expected implementation. The Board shall forward the amounts so deducted to the Treasurer of OSSTF District 11 in accordance with Article 27.3.

#### **ARTICLE 28 - COPIES OF THE COLLECTIVE AGREEMENT**

- 28.1** The current Collective Agreement will be available through the Employee Portal. On request an Occasional Teacher added to the Occasional Teacher List subsequent to the signing of the Agreement shall be provided with a copy of the Agreement.
- 28.2** The Board and the Union shall share equally the cost of printing the Agreement. The number of copies of the Agreement to be printed shall be mutually agreed to by the Union and the Board.
- 28.3** The Board shall provide a maximum of twenty-five (25) copies of the Agreement to the president at the time of printing of the Agreement.

#### **ARTICLE 29 - ACCESS TO BOARD INFORMATION**

- 29.1** The Board shall provide to the Union a copy of any agendas, minutes and support documents that are available to the public prior to all public Board meetings and public committee meetings.
- 29.2** The Board shall provide to the Union, by September 30<sup>th</sup> each year, a list stating the total number of days of secondary short-term and long-term

occasional teaching days by Teacher for the previous school year.

- 29.3** The Board shall share pertinent information affecting the negotiation process.

## **ARTICLE 30 - PERSONAL INFORMATION**

### Documents Respecting Performance, Conduct or Discipline

- 30.1** Copies of any document respecting the performance, conduct or discipline of an Occasional Teacher shall be given to the Occasional Teacher.

### Signature Not Approval

- 30.2** The signature of an Occasional Teacher on any document respecting the performance, conduct or discipline of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

### Records Management and Access to Personnel File

- 30.3** The primary non-medical personnel file respecting an Occasional Teacher shall be maintained in the Human Resource Services Department of the Board, recognizing that certain non-medical personnel material may be situated at the Occasional Teacher's school or workplace. Material in such a file shall be available to the Occasional Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.
- 30.4** An Occasional Teacher shall be provided with a copy of all materials contained in her/his personnel file when so requested. Occasional Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the

material being filed. Additional copies shall be made available to the Occasional Teacher upon request where the Occasional Teacher has misplaced his/her material.

- 30.5** Where an Occasional Teacher authorizes in writing access to her/his personnel and school or workplace files by a Union Representative acting on the Occasional Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.

#### Disputed Contents of Personnel File

- 30.6** An Occasional Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Occasional Teacher may provide to the Board written notice of the dispute which sets forth the Occasional Teacher's opinion of the error or inaccuracy.
- 30.7** If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article 30.9.
- 30.8** Where the Board amends information in accordance with Article 30.7, the Board shall at the request of the Occasional Teacher attempt to notify all persons who received a report based on inaccurate information.

#### Adverse Material to be Removed

- 30.9** Disciplinary material shall be removed from an Occasional Teacher's personnel file after three (3) discipline free years where no follow-up difficulty has occurred during the three (3) year period unless the Executive Superintendent of Human Resource Services determines that the discipline

was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Occasional Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

### Medical Information

**30.10** The Board shall keep any medical information in separate files which may be accessed only by appropriate health care professionals and Board/Union representatives involved in matters where medical information is relevant.

## **ARTICLE 31 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **31.1** Informal Discussion

An Occasional Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement shall discuss the complaint with the Principal or immediate Supervisor in cases where there is no Principal. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Teacher becomes aware or should have been reasonable expected to be aware of the circumstances giving rise to the complaint. The Principal or immediate Supervisor shall meet with the Occasional Teacher and the Bargaining Unit President within ten (10) days of the complaint. The Principal or immediate Supervisor shall respond to the Occasional Teacher within five (5) days of the meeting. If the Occasional Teacher is not in agreement with the decision of the Principal or immediate Supervisor, the Union may submit a formal grievance on behalf of the Occasional Teacher at Step One.

### **31.2** Step One

Failing resolution of the complaint by informal discussion, a grievance may be

submitted by the Union on behalf of the Occasional Teacher(s) as provided for herein. The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought.

The grievance, signed by the President of the Bargaining Union or designate, shall be sent to the Superintendent of Human Resource Services or designate within twenty (20) days of the Union becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed.

The Superintendent of Human Resource Services or designate will meet jointly with the Union Representative(s) within fifteen (15) days of receipt of the grievance.

The Superintendent of Human Resource Services or designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

#### Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resource Services, refer the matter to the Executive Superintendent of Human Resource Services. The Executive Superintendent of Human Resource Services shall meet with the Union Representative(s) within ten (10) days of receipt of the written request. The Executive Superintendent of Human Resource Services shall respond to the grievance in writing within fifteen (15) days of the meeting.

#### Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response.

### **31.3 (a) Arbitration**

When either Party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other Party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other Party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the Parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either Party.

(b) Board of Arbitration

When both Parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other Party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to appoint such a nominee.

(c) Decision of the Arbitrator

An Arbitrator or Board of Arbitration shall endeavour to give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Parties and upon any employee or employees affected by it.

(d) Powers of the Board

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

**31.4** The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the Parties.

**31.5** Discharge Grievance

Where an Occasional Teacher has received a termination notice, the Occasional Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

**31.6** Policy Grievance

The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

**31.7** "Days" shall mean instructional days.

**31.8** Time limits under the grievance and arbitration process are to be adhered to, although the Parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.

**31.9** If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

**31.10** If the Party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.

**31.11** At any time of the grievance procedure either or both Parties may be represented by legal counsel so long as notification of the use of legal counsel has been submitted to the other Party at least one (1) week prior to any meeting, or such shorter time as the Parties agree.



### Grievance Mediation

**31.12** Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.

### Grievance Definition

**31.13** A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.

**31.14** An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

### **ARTICLE 32 - DEFINITIONS**

**32.1** "Occasional Teacher" means an Occasional Teacher as defined in the *Education Act*.

**32.2** "Occasional Teacher List" means a list of all Teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.

**32.3** "Long-Term Occasional Teacher" means an Occasional Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher.

**32.4** "Short-Term Occasional Teacher" means an Occasional Teacher who is not a Long-Term Occasional Teacher.

**32.5** "Secondary Teachers" means the Secondary Teachers, other than Occasional Teachers, employed by the Board in its secondary panel.

**32.6** “Qualified” means qualified in accordance with *The Education Act and Regulations* made thereunder and “qualifications” has a corresponding meaning.

**32.7** “Day” means a school day unless otherwise stipulated in the Agreement.

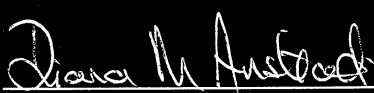
## SIGNATURES


Dated at LONDON, ONTARIO this tenth (10th) day of December, 2003.

SIGNED and AGREED on behalf of the Thames Valley District School Board

  
\_\_\_\_\_  
Jan Hunter  
Chairperson of the Board

  
\_\_\_\_\_  
Bill Bryce  
Director of Education

  
\_\_\_\_\_  
Diana Anstead  
Trustee

  
\_\_\_\_\_  
John Thorpe  
Executive Superintendent of Human Resource  
Services

  
\_\_\_\_\_  
Art Cartier  
Trustee


  
\_\_\_\_\_  
John Cuddie  
Manager, Human Resource Services

  
\_\_\_\_\_  
Graham Hart  
Trustee

  
\_\_\_\_\_  
Chris Stewart  
Principal

SIGNED and AGREED on behalf of the Ontario Secondary School Teachers' Federation - District 11

  
\_\_\_\_\_  
Don Rowdon  
President

  
\_\_\_\_\_  
Joe Wilson  
President - Occasional Teacher Bargaining Unit

  
\_\_\_\_\_  
Bob Fisher  
Chief Negotiator

## LETTER OF INTENT

### Information For and From Occasional Teachers

1. The School Administration shall endeavour to provide for an Occasional Teacher arriving for an assignment the following in-school information. It is understood that this information will generally be located in the individual Teacher's daybook.
  - a timetable for the Occasional Teacher's assignment (including supervision periods)
  - a schedule identifying period times
  - a floor plan of the school (if available)
  - the school Code of Behaviour and special classroom discipline procedures
  - information on how to obtain necessary equipment
  - names and positions of individuals who can provide assistance
  - an up-to-date class list
  - name(s) of high risk student(s) and any applicable special programme(s)
  - name(s) of student(s) participating in special in-school support programmes with the time and place where they receive that support
  - an up-to-date seating plan (where applicable)
  - a general outline of classroom routines which includes washroom, attendance and entry and dismissal procedures
  - planning for the first day of an absence.

In addition, fire drill and emergency procedures will be located within the classroom.

2. The Occasional Teacher shall endeavour to provide written feedback to the Teacher being replaced at the conclusion of the Occasional assignment. Such feedback will generally include comments on the progress of lessons taught, problems encountered and where appropriate, successes achieved and marks for work completed by students within the Occasional assignment.

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Ontario Secondary School Teachers'

Federation - District 11

Dated 2000 October 19

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Thames Valley District School  
Board

## LETTER OF UNDERSTANDING

### ARTICLE 8 - BENEFITS FOR LONG-TERM OCCASIONAL TEACHERS

1. It is understood and agreed that the following contribution schedule shall apply for Long-Term Occasional Teachers who opt to participate in the Benefit Plan as established in Article 8.

TEACHER WORKS	BOARD SHARE OF BENEFITS PAID
Academic Year	12 Months
1 Complete Semester	6 Months - from beginning of assignment to one month past conclusion of assignment
Greater than 5 months but less than 10 months	Number of months worked rounded to nearest number of months

2. It is understood and agreed that the number of months worked refers to the number of months worked within what is commonly understood to be the academic year, recognizing that the academic year for Sir George Ross commences on or about the beginning week of August.
3. It is understood and agreed that an Occasional Teacher who commences a Long-Term Occasional Assignment of five (5) or more months subsequent to the completion of the Long-Term assignment under which participation in the benefit plan commenced but before the twelve (12) month period of participation in the plan concluded may indicate that a new twelve (12) month period of benefit participation shall commence with the start date of the most recent Long-Term Occasional assignment of five (5) or more months.

4. An Occasional Teacher who is participating in the benefit plan shall have the requirement to continue participation in the benefit plan for a twelve (12) month period waived if that Teacher becomes employed by the Thames Valley District School Board on a regular basis in an assignment for which Health and Dental benefits are part of the terms and conditions of employment.

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Ontario Secondary School Teachers'

Federation - District 11

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Thames Valley District School  
Board

Dated 2000 October 19

## LETTER OF UNDERSTANDING

It is understood and agreed that the following shall apply for salary purposes in Article 7.

### Credit for Directly Related and Military Experience

#### 1.1 GENERAL

- (a) An allowance shall not be granted for related experience if the period claimed by a Teacher was concurrent with military service credited to the Teacher by the Teacher's Pension Plan Board, a post-graduate program or other university studies.
- (b) No part-month related experience shall be credited for salary purposes.

#### 1.2 TRADE OR WORK EXPERIENCE

- (a) The following types of full-time experience shall be credited as directly related experience:
  - (i) Years of employment in a vocation, profession or trade related to the university degree obtained from an accredited university and to the teaching responsibilities to be assumed.
  - (ii) Trade or work experience of technical Teachers, other vocational and occupational Teachers, beyond six (6) years or the number of years required for admission to an Ontario College of Education, whichever is less, as certified by a Statement of Acceptability supplied by the Faculty of Education concerned.
  - (iii) No type of part-time related trade or work experience shall be recognized for salary purposes.



- (b) For the purpose of directly related experience, a working year shall mean twelve (12) months of full-time related experience. Each part-year period of related working experience shall be at least four (4) full working months or four-twelfths (4/12) of a working year before it may be credited. Such part-year periods of related work experience distributed over more than one (1) working year of twelve (12) months and amounting, for each part-year period, to at least four (4) full working months may be added together and calculated in twelfths (12<sup>ths</sup>).

### **1.3 PRE-CERTIFICATION TEACHING**

- (a) Teaching experience obtained in an organization or institution other than an elementary or secondary school before securing basic certification shall be credited for salary purposes, subject to the provisions of this article.
- (b) A working year shall mean the equivalent of ten (10) full-time months of such pre-certification teaching experience.
- (c) Teachers who acquired part-year and/or part-time pre-certification teaching experience during the 1998-99 school year and thereafter shall be credited with experience equal to their full-time equivalent contractual status during their previous school year correct to one (1) decimal place, rounded to the nearest tenth (10<sup>th</sup>).

### **1.4 MILITARY EXPERIENCE**

- (a) Eligibility shall be limited to Teachers whose period of employment with the Board commenced, or recommenced, on or after 1971 September 01.
- (b) Credit shall be granted to eligible Teachers for military service credited to them by the Teachers' Pension Plan Board, and for which receipts are produced verifying contribution to the Teachers' Pension Fund.

### **1.5 ALLOWANCE ON SALARY GRID**

- (a) Subject to a maximum credit of six point seven (6.7) years of experience on the salary grid, directly-related and/or military experience shall be converted to an equivalent salary grid level according to the following formula:

Number of years of directly related and/or military experience x [2/3]

- (b) The resulting credit shall be rounded upward to the nearest tenth (10<sup>th</sup>) of a year.

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Ontario Secondary School Teachers'  
Federation - District 11

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Thames Valley District  
School Board

Dated 2000 October 19

## SCHEDULE A

### OCCASIONAL TEACHER PAY SCHEDULE 2003 - 2004

<b>PAY DATE</b>	<b>FOR DAYS WORKED DURING THE PAY PERIOD</b>
September 5, 2003	August 10 - August 23
September 19, 2003	August 24 - September 6
October 3, 2003	September 7 - September 20
October 17, 2003	September 21 - October 4
October 31, 2003	October 5 - October 18
November 14, 2003	October 19 - November 1
November 28, 2003	November 2 - November 15
December 12, 2003	November 16 - November 29
December 24, 2003	November 30 - December 13
January 9, 2004	December 14 - December 27
January 23, 2004	December 28 - January 10
February 6, 2004	January 11 - January 24
February 20, 2004	January 25 - February 7
March 5, 2004	February 8 - February 21
March 19, 2004	February 22 - March 6
April 2, 2004	March 7 - March 20
April 16, 2004	March 21 - April 3
April 30, 2004	April 4 - April 17
May 14, 2004	April 18 - May 1

May 28, 2004	May 2 - May 15
June 11, 2004	May 16 - May 29
June 25, 2004	May 30 - June 12