

COLLECTIVE AGREEMENT

Between

The Lambton Kent District School Board
(hereinafter called the "Board")

And

The Ontario Secondary School Teachers' Federation
(hereinafter called the "OSSTF" or "Union")

Representing

The Occasional Teachers
of District 10 of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

September 1, 2000

to

August 31, 2002

10/15/2000
1 2002

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - TERM OF AGREEMENT	1
ARTICLE 3 - RECOGNITION.....	1
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 - UNION RIGHTS.....	2
ARTICLE 6 - UNION DUES CHECK-OFF	3
ARTICLE 7 - NO STRIKE OR LOCK-OUT	4
ARTICLE 8 - PROBATIONARY PERIOD	4
ARTICLE 9 - OCCASIONAL TEACHERS	4
ARTICLE 10 - OCCASIONAL TEACHER LIST	4
SENIORITY	5
ARTICLE 11 - RATES OF PAY	5
METHOD OF PAY.....	6
ARTICLE 12 - PROFESSIONAL ACTIVITY DAYS.....	6
ARTICLE 13 - BENEFITS.....	6
REGISTERED RETIREMENT SAVINGS PLAN.....	7
ARTICLE 14 - WORKING CONDITIONS	7
ARTICLE 15 - SICK LEAVE.....	8
ARTICLE 16 - MISCELLANEOUS LEAVES	8
ARTICLE 17 - JOB POSTING (LTO)	9
ARTICLE 18 - GRIEVANCE PROCEDURE.....	9
DEFINITIONS	9
COMPLAINT STAGE.....	9
GRIEVANCE PROCEDURE - INDIVIDUAL.....	9
GRIEVANCE PROCEDURE - PARTY	10
GRIEVANCE MEDIATION.....	11
ARBITRATION.....	12
COST OF ARBITRATION.....	12
ARTICLE 19 - DEFINITIONS	12
APPENDIX A.....	14

**ARTICLE 1
PURPOSE**

- 1.01 It is the intent and purpose of the Parties in this Collective Agreement, hereinafter referred to as the “Agreement”, to set forth certain of the conditions of employment together with the salaries and the allowances which govern the Members who are covered by the Agreement.

ARTICLE 2

TERM OF AGREEMENT

- 2.01.1 This Agreement shall be in effect ~~from~~ September 1, 2000 and shall continue in force up to and including August 31, 2002 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 the *Ontario Labour Relations Act*.
- 2.01.2 Notwithstanding the period of notice cited in 2.01.1, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 2.02 If either party gives notices of its desire to negotiate amendments in accordance with Section 2.01.1, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.
- 2.03 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures unless mandated by Regulations or Statutes of the Province of Ontario.

ARTICLE 3

RECOGNITION

- 3.01 The Board recognizes the Ontario Secondary School Teachers’ Federation (“OSSTF”) as the bargaining agent authorized to negotiate on behalf of its Members employed to teach by the Board

AND

- 3.01.1 of every Part x.1 teacher who is on the Board’s roster of Occasional Teachers and may be assigned to a secondary school
- 3.02 The Board recognizes the negotiating team of the Bargaining Unit as the party authorized to negotiate on behalf of the Union.
- 3.03 At any time during negotiations or procedures under this Agreement, either **Party** may obtain assistance from one or more advisors, agents, counsel or solicitors to assist, advise, or represent it in **all** matters pertaining to the negotiation and administration of this Collective Agreement.

**ARTICLE 4
MANAGEMENT RIGHTS**

- 4.01 The **Union** recognizes that it is the function of the Board to manage the **affairs** of its school system and all the rights shall remain exclusively **with** the Board, except **as** specifically limited by the provisions of this Collective Agreement. Without restricting the rights set out above, the Union recognizes the rights of the Board to hire, direct and classify all Occasional Teachers, **and** the right to discipline and discharge for just cause **any** non-probationary Occasional Teacher subject to the right of a non-probationary Occasional Teacher to lodge a grievance in a manner and to the extent herein provided.

ARTICLE 5

UNION RIGHTS

- 5.01 The Board agrees that no Member shall be disciplined, demoted or discharged without just cause. Where the Board deems that a suspension is to be imposed, such suspension must be for stated definite reason(s).
- 5.02 The Board recognizes the right of OSSTF to represent a Member at any meeting when the conduct or competence of the Occasional Teacher is being considered.
- 5.02.1 A Member will be informed of the right to request representation prior to any meeting which involves or may lead to disciplinary action.
- 5.03 The Board recognizes that the Members in its employ have right of access to their personnel file in **the** Board's Human Resources Department during regular working hours to examine the contents of their file in the presence of a Human Resources staff person.
- 5.03.1 A Member will be provided a copy of any written appraisal put in the Occasional Teacher's file and will be allowed to add comments prior to filing.
- 5.03.2 If there is a dispute as to the accuracy of any material on file, said dispute may be the subject of a grievance.
- 5.03.3 Documents contained in a Member's file that are of a disciplinary nature will be destroyed by shredding after three (3) years provided that there has been no subsequent disciplinary action of the same kind.
- 5.04 The Board shall provide a bulletin board for the use of the Bargaining Unit at an appropriate location in each work location upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Bargaining Unit and the Occasional Teachers.
- 5.05 The Board agrees to acquaint new Members with the fact that a Collective Agreement is in effect so that the Member can be advised of the terms and conditions set out in the Agreement,

- 5.06 The Bargaining Unit shall notify the Board in writing of the names of its representatives as follows: Officers, Bargaining Committee Members, Grievance Committee Members.
- 5.07 Any information regarding the status of a Member which can be made available, and any information which is public information because it has been part of a Board report in public session or any information regarding teacher salaries and insured benefits will be provided to the Bargaining Unit upon written request.
- 5.08 The Board shall assign or reassign duties to Member(s) elected or appointed a Bargaining Unit delegate or representative required to permit attendance at a Bargaining Unit meeting. The Bargaining Unit shall reimburse the Board for the cost of a supply teacher, if a supply teacher is required and assigned.
- 5.09 Teacher Application and Acceptance of Position blank forms used for all Members who are subject to this Agreement shall be accessible to the President of District 10, OSSTF.
- 5.10 The Board and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practiced upon any Member because of Union membership.
- 5.11 The Union shall be allowed to carry out Union business on the Board's premises including, without restricting, the generality of the foregoing, Membership meetings, executive meetings, and conferences between Union representatives and Members at time(s) other than the Member's/Members' scheduled instructional time.
- 5.12 The Board shall not discipline in any way a Member for reporting an incidence of misfeasance, malfeasance, fraud or any other action/inaction on the part of the Board which is believed to be detrimental to the students and/or the employees.
- 5.13 The Board shall provide a copy of each Member's corrected profile sheet on or about October 31st for the information of the Bargaining Unit. Newly hired Members' profile sheets will be forwarded to the Bargaining Unit when available.
- 5.14 Members may be required to perform medical and/or physical procedure(s) for students according to Board Policy P-SE-302-98 dated December 8, 1998; Regulation R-SE-302-00 dated June 27, 2000; Program/Policy Memorandum 81 (Provision of Health Support Services in School Settings) dated July 19, 1984, and Administrative Procedures titled Administration of Oral Medication A-SE-302.1-00 dated June 14, 2000; Provision of Health Support Services in Schools A-SE-302.2-00 dated June 14, 2000; and Students with Anaphylaxis A-SE-302.3-00 dated June 14, 2000.

**ARTICLE 6
UNION DUES CHECK-OFF**

- 6.01 On each pay date on which a Member is paid the Board shall deduct from each Occasional Teacher the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days **prior** to the expected date change.
- 6.02 The OSSTF dues deducted in 6.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers, their Social Insurance Numbers, annual salary, the number of days worked, salary **for** the period, and the amounts deducted.
- 6.03 Dues specified by the Bargaining Unit in 6.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 10, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Members, their Social Insurance Number, annual **salary**, the number of days worked, salary for the **period**, and the amounts deducted.
- 6.04 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.

**ARTICLE 7
NO STRIKE OR LOCK-OUT**

- 7.01 There shall be no **strike** or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the *Ontario Labour Relations Act*.

**ARTICLE 8
PROBATIONARY PERIOD**

- 8.01 An Occasional Teacher newly added to the Board’s Occasional Roster shall serve a probationary period of no more than twenty (20) work days.

**ARTICLE 9
OCCASIONAL TEACHERS**

- 9.01 An Occasional Teacher may be a Member of more than one Teachers’ Bargaining Unit.
- 9.02 An Occasional Teacher is on a Board’s Roster of Secondary Occasional Teachers if the Teacher is on a list of Secondary Occasional Teachers maintained by a school operated by the Board.
- 9.03 Part-time Teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Agreement in respect of such occasional teaching employment.

ARTICLE 10
OCCASIONAL TEACHERS' LIST

10.01 The Board agrees to **notify** the Bargaining Unit in writing of each hiring and termination of **an** Occasional Teacher and to provide the Bargaining Unit, at least twice each year, November 1 and April 1 with a list showing the name, address and phone number of each Occasional Teacher on the Occasional Teachers' List in order of seniority.

The List referred to is one (1) list which includes all Occasional Teachers regardless of county of residence or work location(s). The onus is on the Occasional Teacher to provide any changes of name, address or phone number in writing to the Board. The above does not preclude the Bargaining Unit from providing the school Principal with information lists.

10.02 The list **as** of April 1 shall be the list for the duration of this Agreement, subject to the Board having the right to add to the list to meet program needs **and/or** recruit teachers who have qualifications in **an** area where a teacher shortage exists or is anticipated to exist in the near future. The Board shall consult the Bargaining Unit when additions to the list are needed. Consultation shall be satisfied when the Board notifies the Bargaining Unit in writing of a teacher being added to the list.

10.02.1 Occasional Teachers will indicate the school(s) in which they are available to work.

10.02.2 The Board will provide access for each school to a copy of the Occasional Teachers' List by electronic means.

10.03 Occasional Teachers, on the list at the end of the school year, must complete a form provided by the Board and confirm in writing to the Board, prior to July 31 of each year, their availability and willingness to teach on **an** occasional basis for the next school year. Failure to confirm shall constitute grounds for automatic removal from the Occasional Teacher List.

10.04 The Board shall provide the Bargaining Unit with a monthly update on the number of days worked by each Member during the school year.

10.05 An Occasional Teacher will be removed from the List if he/she has not taught at least one (1) day during the school year unless the Member has been granted a leave of absence.

10.06 **SENIORITY**

Seniority shall be defined in order of the original date of hire for those Occasional Teachers on the Board's Roster of Secondary Occasional Teachers as of December 31, 1997. For Occasional Teachers added to the Board's Roster of Secondary Occasional Teachers on or after January 1, 1998, seniority shall be calculated from the first day worked following the date the Member's name is added to the Roster. Where there is a tie, the more senior Occasional Teacher shall be determined by lot by the Superintendent in the presence of the Bargaining Unit President.

**ARTICLE 11
RATES OF PAY**

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

11.01.1 A Short Term Occasional Teacher shall be paid to replace an absent Classroom Teacher according to the following daily rates:

SECQ
 Effective September 1, 2000 - \$157.74 ✓ *200001*
 Effective January 1, 2001 - \$160.00 ✓ *200009*
 Effective September 1, 2001 - \$160.89 ✓ *200101*

11.01.1.1 If the assignment is for more than two (2) classes the full daily rate shall be paid;

11.01.1.2 If the complete assignment is for two (2) or less consecutive classes one-half (1/2) the daily rate shall be paid.

11.02 Unqualified Occasional Teachers shall be paid eighty percent (80%) of the rate *128.71 Sept. 1/01 ✓ SECUMQ*
126.17 Jan. 1/00
128.00 Jan. 1/01

11.03 A Long Term Occasional Teacher shall be paid to replace an absent Classroom Teacher a prorated salary in accordance with Article 11.01.1 (**Grid Step #2** Effective Feb. 1/01) of the Secondary Teachers' Collective Agreement (2000/2001) according to qualifications and experience and said salary shall apply from the first day of the assignment. *Sept. 1/00 CAT-1 ✓ CAT-3 ✓*
No change Sept. 1/01 CAT-2 CAT-4 ✓

11.03.1 If the assignment is for three (3) or more classes then the Long Term Occasional Teacher shall be paid his/her **grid** salary for the part of the school year employed.

Example: To determine what a Long Term Occasional Teacher is to be paid for an assignment(11.03.1)>

$$\text{Grid Salary} \times \frac{\text{Number of Days Employed}}{\text{Number of Days in School Year}}$$

11.03.2 If the assignment is for less than three (3) classes then the Long Term Occasional Teacher shall be paid his/her grid salary multiplied by the part-time factor (in the table below) for the part of the school year employed.

Number of Classes	Part-Time Factor
0.5	0.15
1.0	0.30
1.5	0.45
2.0	0.60
2.5	0.75

Example: To determine what a Long Term Occasional Teacher is to be paid for an assignment (11.03.2)>

$$\text{Grid Salary} \times \frac{\text{Number of Days Employed}}{\text{Number of Days in School Year}} \times \text{Part-Time Factor}$$

Number of Days in School Year

- 11.04 Experience adjustment shall be based upon: An Occasional Teacher shall be credited with previous long term occasional and day school teaching experience which the Occasional Teacher has **acquired**. **As** of January 1, 1991, an Occasional Teacher's short term work assignments shall accumulate toward credited teaching experience for long-term assignments.
- 11.05 Any claim of teaching experience with this Board or its predecessor Boards **as** stated above must have support documentation prior to approval and will be prorated to the nearest **0.1** of a school year (20 teaching days).
- 11.06 Experience used for rates of pay shall be experience acquired prior to September **1** of each school year.
- 11.07 Wages under this Article shall be prorated for assignments which are part-time.
- 11.08 For an Occasional Teacher who reports for **an** authorized assignment and, through no fault of the Occasional Teacher, is not required, the Principal shall **assign** the Occasional Teacher duties for one-half day and the Occasional Teacher shall be paid one-half day's pay, provided the Occasional Teacher does the assigned duties.
- METHOD OF PAY
- 11.09 Occasional Teachers shall be paid on the fifteenth (15th) and thirtieth (30th) of each month for work done.

ARTICLE 12 PROFESSIONAL ACTIVITY DAYS

- 12.01 A Long Term Occasional Teacher, whose assignment includes a Professional Activity Day or Professional Development Day, shall be paid for the **day** provided the Teacher takes part in the activities. A break in service caused by PA days and/or semester break shall not constitute a break in continuity of service.
- 12.02 Notwithstanding Article 12.01, any Occasional Teacher may participate in a Professional Activity Day.

ARTICLE 13 BENEFITS

- 13.01 Subject to the approval of the Carrier(s), the benefits outlined in Article 12 of the Secondary Teachers' Collective Agreement (2000/2001) are available to a Long Term Occasional Teacher having an assignment which has a definite term at the start of the assignment which is equivalent in time to one (1) semester or longer: The Board shall pay its share of premiums for these insured benefits at the rate set out in Article 12 **of** the Secondary Teachers' Collective Agreement (2000/2001). These benefits are compulsory unless covered by spouse.
- 13.01.1 The Occasional Teacher must be enrolled for a full year.
- 13.01.2 The Occasional Teacher's share of premium shall be deducted on a prorated basis during the assignment for the full year.

13.02 REGISTERED RETIREMENT SAVINGS PLAN

The Board agrees to make consistent monthly deductions from the salary of those Members who choose to participate in the OSSTF's R.R.S.P. known specifically as Ontario Teacher Group Registered Retirement Savings Plan and to remit such deductions to the Trustee of the plan provided:

- (i) participants shall be permitted to change the amount of their contributions a maximum of two (2) times during each school year, namely, September 30 and February 1, with the exception of initiation or termination of contribution which the participant may effect with **thirty** (30) days' notice; and
- (ii) that OSSTF agrees to provide all necessary information required for administration of the plans in a format acceptable to the Board.

**ARTICLE 14
WORKING CONDITIONS**

- 14.01 The Board agrees to continue the present practice of hiring an Occasional Teacher when a Classroom Teacher is absent, if the Occasional Teacher is required to meet the needs of the students.
- 14.01.1 The Board (Principal of a school) has the discretion of hiring an Occasional Teacher to replace an absent Classroom Teacher including those teachers assigned to special areas such as Library, Guidance, Resource, Co-op etc.
- 14.02 The timetable for Long Term Occasional Teachers and Short Term Occasional Teachers shall be constructed according to the same constraints that apply for the Classroom Teacher in the same school. Nothing precludes a reassignment of teaching duties with another Teacher so as to arrange an assignment that is more appropriate for the Long Term Occasional Teacher.
- 14.02.1 If the regular teacher, for whom a Long Term Occasional Teacher has been hired, returns at a time earlier than scheduled and subsequently must be absent again for the same reason(s), then the same Long Term Occasional Teacher will be re-hired and treated as if there had been no break in service.
- 14.03 For the first day of a Short Term Occasional Teacher Assignment, where the assignment is primarily supervision, the Principal may assign duties for each period of the school day. Where the Occasional Teacher demonstrates to the Principal a need for preparation and/or marking relating to the respective assignment, a fourth period shall not be assigned.
- 14.04 An Occasional Teacher, hired to replace an absent Classroom Teacher for an unspecified period, properly qualified for such position, **may** not be replaced by another Occasional Teacher, prior to the return of the regular Teacher, unless it is by mutual consent or the replacement Teacher is unable to teach, except in cases of removal for disciplinary reasons.

- 14.04.1 A short term Occasional Teacher who is absent due to illness for two (2) days or less shall be eligible to return to the position with no break in service provided the teacher has completed at least five (5) days of the assignment.
- 14.05 The Board shall endeavour to distribute **all** available occasional teaching work among all Occasional Teachers on a fair and equitable basis.
- 14.06 The Board shall provide to the Bargaining Unit a bi-annual report of days worked by Occasional Teachers on the dates specified in Article 10.01.

**ARTICLE 15
SICK LEAVE**

- 15.01 A Long Term Occasional Teacher who cannot attend to duties due to illness shall be granted sick leave with pay to the extent of the Member's accumulated paid sick leave days.
- 15.02 Paid sick leave days shall be granted at the rate of two (2) days' credit for each twenty (20) days or major fraction thereof of scheduled long term assignment. An Occasional Teacher hired for the **full** school year shall be granted twenty (20) days and if hired for one semester be granted ten (10) days. Paid sick leave accumulated on a long term occasional assignment shall be retained if the Member is hired during the current or subsequent school year to a permanent position in the same school. In matters of dispute, the onus of proof relative to absence due to illness rests with the Occasional Teacher.

**ARTICLE 16
LEAVES OF ABSENCE**

- 16.01 Short Term: Upon application to the Superintendent of Schools, short-term leaves of absence may be granted on a without-pay basis for reasons deemed satisfactory by the Superintendent. If said leave is granted, it will not be considered as interrupting the continuity of the assignment.
- 16.02 Extended Leaves without Pay: Up to one school year, may be granted if approved by the Director of **Human** Resources. If granted, the employee will be placed on the Occasional Teachers' List upon his/her return to work without loss of seniority. Such leaves shall not be unreasonably withheld.
- 16.03 Leaves - Long Term Occasional Teachers
Long Term Occasional Teachers shall be granted the following leaves of absence as specified in the Secondary Teachers' Collective Agreement (2000/2001). The leaves shall not be considered as interrupting the continuity of the assignment. Applicable Articles are as follows:
 - 16.02.2
 - 16.02.3
 - 16.02.4
 - 16.02.9
 - 16.02.10
 - 16.03.3
 - 16.03.4

16.04 Leaves - Short Term Occasional Teachers

All Short Term Occasional Teachers and those Long Term Occasional Teachers who have assignments shorter in time than one semester may be granted leaves of absence without pay by applying to the Director of Education or designate. The leave shall not be considered as interrupting the continuity of the assignment.

16.05 Where a Long-Term Occasional Teacher is employed on a day where the school is closed due to special circumstances, the Member shall be paid for the scheduled assignment.

16.06 A leave necessitated by extenuating circumstances may be granted, with or without pay, by the Director of Education.

**ARTICLE 17
JOB POSTING (LTO)**

17.01 When it is pre-determined by at least two weeks that a Long Term Secondary Occasional Teacher will be required for a continuous period of two months or more, such vacancy will be posted in each secondary school on the Occasional Teacher bulletin board and a copy provided to the Bargaining Unit. Such posting requirements will have been properly fulfilled when a copy is forwarded to District 10, OSSTF. Only Teachers on the Occasional Teachers' List may apply. Information on job postings shall be available by contacting the "Job Line" at the Board Office. The Board assumes responsibility for ensuring postings are up-to-date.

**ARTICLE 18
GRIEVANCE PROCEDURE**

18.01 **DEFINITIONS**

1) a "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitratable.

2) a "party" shall be defined as:
i) the Bargaining Unit
ii) the Board

3) "day" shall mean regular work days unless otherwise indicated.

18.02 A Member shall have the right to have present a representative from OSSTF to assist the Member at any stage in this grievance and arbitration procedure.

18.03 **COMPLAINT STAGE**

A Member, with the concurrence of the Bargaining Unit, may initiate a complaint within fifteen (15) days of the Member becoming aware of the circumstances giving rise to the complaint. The complaint would be made initially to the immediate supervisor (the Principal in the case of all Teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

18.04 **GRIEVANCE PROCEDURE - INDIVIDUAL**

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

STEP 1

If the reply of the immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Director or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- 1) a description of how the alleged dispute is in violation of the Agreement; and
- 2) the clauses in the Collective Agreement alleged to be violated; and
- 3) the relief sought; and
- 4) the signature of the duly authorized official of the Bargaining Unit.

STEP 2

If the reply of the Director or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the Members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Bargaining Unit may be accompanied at the meeting and have the grievance presented by an OSSTF Member of the Bargaining Unit's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP 3

If the reply of the Board is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

18.05 **GRIEVANCE PROCEDURE - PARTY**

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter

STEP 1

The party making the grievance may make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance in writing within ten (10) days.

The grievance shall contain:

- 1) a description of how the alleged dispute is in violation of the Agreement; and
- 2) the clauses in the Collective Agreement alleged to be Violated; and
- 3) the relief sought and;

- 4) the signature of the duly authorized official of the party making the grievance.

STEP 2

If the reply of the Director or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the Members of the Board within ten (10) working days of receipt of the written ~~notice~~ referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Bargaining Unit may be accompanied at the meeting and have the grievance presented by an OSSTF Member of the Bargaining Unit's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP 3

If the reply of the President of the Bargaining Unit or the Board, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within ~~twenty~~ (20) days of the receipt of the reply.

18.06 GRIEVANCE MEDIATION

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

Upon settlement of the grievance prior to arbitration, a Memorandum of Settlement must be ~~drafted~~ and signed.

18.07 ARBITRATION

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, **they** shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If the recipient of the notice naming a party's appointee to an Arbitration Board fails to name its appointee within the time period specified, the first party's nominee becomes a Single Arbitrator for the dispute. If two appointees cannot agree on a Chairperson, either party may request that the Minister of Labour make such an appointment.

18.08 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve

against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances. The decision of the Arbitrator or Board of Arbitration shall be binding on **both** Parties.

18.09

COST OF ARBITRATION

The fees for a single Arbitrator, or a Chairperson of a board of Arbitration, shall be shared equally by the parties.

18.10

Time restrictions may be extended if mutually agreed in writing.

18.11

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

**ARTICLE 19
DEFINITIONS**

19.01

For the purpose of placement on the pay scale in the Secondary Teachers' Collective Agreement, Long Term Occasional Teacher means an Occasional Teacher hired to replace an absent Classroom Teacher for a period of fifteen (15) days or more.

19.02

For the purposes of benefits coverage, Long Term Occasional Teacher means an Occasional Teacher hired to replace an absent Classroom Teacher for an assignment which has a definite term at the start of the assignment which is equivalent in time to one (1) semester or longer.

19.03

Short Term Occasional Teacher means an Occasional Teacher who is hired to replace an absent Classroom Teacher for a period of less than fifteen (15) days.

19.04

Classroom Teacher means a Secondary Teacher employed by the Board and covered under the Collective Agreement between the Lambton Kent District School Board and the Members of OSSTF District 10 Teachers' Bargaining Unit.

19.05

Qualified Occasional Teachers means an Occasional Teacher who holds an Ontario Teacher's Certificate (O.T.C) or who is deemed to be qualified by either the Ministry of Education or the Ontario College of Teachers.

19.06

Secondary Teachers' Collective Agreement means The Collective Agreement between the Lambton Kent District School Board and the Members of OSSTF District 10 Teachers' Bargaining Unit.

19.07

Member means a person in this Bargaining Unit employed by the Board as an Occasional Teacher.

COLLECTIVE AGREEMENT

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and

The Ontario Secondary School Teachers' Federation
(hereinafter called the "OSSTF" or "Union")

Representing

The Occasional Teachers
of District 10 of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

September 1, 2000 to August 31, 2002

DATED at _____, Ontario, this _____ day of _____, 2001

For District 10 OSSTF
Occasional Teachers' Bargaining Unit

For the Lambton Kent District School Board

Bill Douma, Occasional Teacher President

Isabell Carter, Chair of the Board

Jane Hulme, OSSTF District 10 President

Jane Bryce, Negotiator

George Lung, Negotiator

Gayle Stucke, Chief Negotiator

Al Duffy, Negotiator

for one-half day and the Occasional Teacher shall be paid one-half day's pay, provided the Occasional Teacher does the assigned duties.

Article 11.07 states that assignments that are part time shall be prorated. Therefore because the time need was part time the pay would be prorated according to the time needed.

METHOD OF PAY

- 11.09 Occasional Teachers shall be paid on the fifteenth and final teaching Friday of each month for work done.
The final teaching Friday has shortened the preparation time. This leaves a very short period to prepare the payroll. It should be changed to the 30th of the month. It is not paid the same as other groups. The union has agreed to payment on the last working day of the month to be congruent with the payment schedule in the Teachers Collective agreement [Bill Douma 02/18/99]

ARTICLE 12 PROFESSIONAL ACTIVITY DAYS

- 12.01 A Long Term Occasional Teacher, whose assignment includes a Professional Activity Day or Professional Development Day, shall be paid for the day provided the Teacher takes part in the activities. A break in service caused by PA days and/or semester break shall not constitute a break in continuity of service.
If a principal deems that the Occasional Teacher is not to take part in the professional activity day and advises the occasional teacher not to attend the teachers will not be paid. [Graham, Jim 11/26/99]

ARTICLE 13 BENEFITS

- 13.01 Subject to the approval of the Carrier(s), the following benefits are available to a Long Term Occasional Teacher having an assignment which has a definite term at the start of the assignment which is equivalent in time to one (1) semester or longer: Semi-Private, Extended Health, Dental, Vision, as set out in Article 12 of the Teachers' Collective Agreement, and \$20,000 Life Insurance. The Board shall pay the share of premiums for these insured benefits at the rate set out in Article 12 of the Teachers' Collective Agreement. These benefits are compulsory unless covered by spouse.

This article is interpreted to be voluntary "available". The benefits are mandatory if they take them out.

- 13.01.1 The Occasional Teacher must be enrolled for a full year.
- 13.01.2 The Occasional Teacher's share of premium shall be deducted on a prorated basis during the assignment for the full year.
Employer subsidization continues only while the occasional is working only. Past practice has been for the LTO to pay full premiums during the July & August period.

for one-half day and the Occasional Teacher shall be paid one-half day's pay, provided the Occasional Teacher does the assigned duties.

Article 11.07 states that assignments that are part time shall be prorated. Therefore because the time need was part time the pay would be prorated according to the time needed.

METHOD OF PAY

- 11.09 Occasional Teachers shall be paid on the fifteenth and final teaching Friday of each month for work done.
The final teaching Friday has shortened the preparation time. This leaves a very short period to prepare the payroll. It should be changed to the 30th of the month. It is not paid the same as other groups. The union has agreed to payment on the last working day of the month to be congruent with the payment schedule in the Teachers Collective agreement [Bill Douna 02/18/99]

ARTICLE 12 PROFESSIONAL ACTIVITY DAYS

- 12.01 A Long Term Occasional Teacher, whose assignment includes a Professional Activity Day or Professional Development Day, shall be paid for the day provided the Teacher takes part in the activities. A break in service caused by PA days and/or semester break shall not constitute a break in continuity of service.
If a principal deems that the Occasional Teacher is not to take part in the professional activity day and advises the occasional teacher not to attend the teachers will not be paid. [Graham, Jim 11/26/99]

ARTICLE 13 BENEFITS

- 13.01 Subject to the approval of the Carrier(s), the following benefits are available to a Long Term Occasional Teacher having an assignment which has a definite term at the start of the assignment which is equivalent in time to one (1) semester or longer: Semi-Private, Extended Health, Dental, Vision, as set out in Article 12 of the Teachers' Collective Agreement, and \$20,000 Life Insurance. The Board shall pay the share of premiums for these insured benefits at the rate set out in Article 12 of the Teachers' Collective Agreement. These benefits are compulsory unless covered by spouse.

This article is interpreted to be voluntary "available". The benefits are mandatory if they take them out.

- 13.01.1 The Occasional Teacher must be enrolled for a full year.
- 13.01.2 The Occasional Teacher's share of premium shall be deducted on a prorated basis during the assignment for the full year.
Employer subsidization continues only while the occasional is working only. Past practice has been for the LTO to pay full premiums during the July & August period.