

COLLECTIVE AGREEMENT

BETWEEN

RAINBOW DISTRICT SCHOOL BOARD

Hereinafter referred to as the "Board"

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
Secondary Panel - Occasional Teachers' Branch**

(hereinafter referred to as the " Union")

Effective: September 1, 2003 - August 31, 2004

TABLE OF CONTENTS

ARTICLE 1 – <u>PURPOSE</u>	2
ARTICLE 2 – <u>TERM OF AGREEMENT</u>	2
ARTICLE 3 – <u>RECOGNITION</u>	2
ARTICLE 4 – <u>MANAGEMENT RIGHTS</u>	3
ARTICLE 5 – <u>UNION MEMBERSHIP AND DUES CHECK-OFF</u>	3
ARTICLE 6 – <u>UNION MEMBERSHIP</u>	4
ARTICLE 7 – <u>NO DISCRIMINATION</u>	4
ARTICLE 8 – <u>DEFINITIONS</u>	4
ARTICLE 9 – <u>SALARY RATES</u>	5
9.02 Calculation of Teaching Experience	5
ARTICLE 10 – <u>WORKING CONDITIONS</u>	5
ARTICLE 11 – <u>CALL-OUT ERRORS</u>	7
ARTICLE 12 – <u>JOB POSTINGS</u>	7
ARTICLE 13 – <u>GRIEVANCE PROCEDURE</u>	7
ARTICLE 14 – <u>OCCASIONAL TEACHERS' LIST</u>	10
ARTICLE 15 – <u>EVALUATION</u>	11
ARTICLE 16 – <u>LEAVE OF ABSENCE</u>	11
ARTICLE 17 – <u>SICK LEAVE</u>	12
ARTICLE 18 – <u>BENEFITS</u>	13

ARTICLE I - PURPOSE

- 1.01 It is the intent and purpose of both parties to this agreement to ensure a harmonious relationship between the Rainbow District School Board and the Occasional Teacher's Branch of District 3, Ontario Secondary School Teacher's Federation.
- 1.02 This collective agreement shall set forth the terms and conditions of employment including all matters of compensation and shall provide a means of resolving all matters in dispute arising from interpretation, application or administration of this collective agreement.

ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This agreement shall be in effect from September 1, 2003 and shall continue in full force up to and including August 31, 2004 and shall continue from year to year thereafter unless either party gives notice in writing to the other, within ninety (90) days prior to the expiry date, of that party's intention to renew the Collective Agreement, with or without modification, in accordance with *Ontario Labour Relations Act*.
- 2.02 During the term of this agreement, amendments to any of the Articles herein, together with the date of implementation, shall be made in writing and only by mutual consent of the parties.

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the O.S.S.T.F. as the exclusive Bargaining Agent for all the secondary Occasional Teachers employed by the Board and covered under this Agreement.
- 3.02 The O.S.S.T.F. recognizes the negotiating committee of the Board as the body competent to represent the Board and negotiate on its behalf.
- 3.03 Both the O.S.S.T.F. and the Board recognize the right of each other to have, if the need should arise during the negotiations process, advisers, agents or any other duly authorized representatives to assist in reaching a collective agreement.
- 3.04 The O.S.S.T.F. shall inform the Board in writing of the names of its selected or appointed Executive and/or Committee Members prior to September 1st.

- 3.05 There will be a Labour/Management Committee comprised of no more than three (3) representatives from each party. The Committee will meet at the request of either party at a time mutually agreed upon to discuss non-grievable matters of concern.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The O.S.S.T.F. recognizes that it is the right of the Board to:
- 4.02 Provide, maintain, and conduct the operation of its schools in accordance with the laws and regulations of the Province of Ontario and Board Policy.
- 4.03 Hire, transfer, discipline, demote, and discharge teachers for just cause.
- 4.04 Determine all other matters except as expressly defined in this Agreement.

ARTICLE 5 - UNION MEMBERSHIP AND DUES CHECK-OFF

- 5.01 On each pay date on which an occasional Teacher receives a salary advice, the Board shall deduct from each Occasional Teacher the union dues and other amounts chargeable by the Union or an equivalent amount. The amount shall be determined by the Union in accordance with its constitution and made in writing to the Board no later than November 30 for the following January and no later than June 30 for the following September.
- 5.02 The amount deducted in 5.01 shall be remitted to the Treasurer of the O.S.S.T.F. at 60 Mobile Drive no later than the fifteenth (15th) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with a list identifying the Occasional Teachers, their S.I.N. numbers, the amounts deducted and the number of days worked. A copy of the list shall also be sent to the President of the Bargaining Unit.
- 5.03 The Board shall deduct from each occasional teacher pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the Union in June of each year for the upcoming year. The Board agrees to remit monies collected under the provision to the Treasurer of District 3 OSSTF on a monthly basis.
- 5.04 The Union shall indemnify and save the Board harmless from claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

5.05 The Board agrees to provide every Occasional Teacher with a copy of the Collective Agreement in effect and to provide the name of the Branch President, the name of the District President and the office address on file with the Board. Each new Occasional Teacher will be provided with the above information at the time she/he is hired as well as any current information relative to this collective agreement.

ARTICLE 6 - UNION MEMBERSHIP

6.01 All employees shall, as a condition of employment, maintain union membership or join the union within thirty (30) days after the signing of this Agreement and remain union members in good standing. All new employees shall, as a condition of employment, join the union within thirty (30) days of employment and remain union members in good standing.

ARTICLE 7 - NO DISCRIMINATION

7.01 The employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activities or sexual orientation.

ARTICLE 8 - DEFINITIONS

8.01 Occasional Teacher shall bear the meaning given in the *Education Act* as amended from time to time and for the purpose of this agreement shall be referred to as Long Term Occasional Teacher and Short Term Occasional Teacher.

8.02 Long Term Occasional Teacher means a teacher who is employed as a replacement teacher for the same teacher for more than fifteen (15) consecutive teaching days. Statutory holidays and days disrupted by inclement weather, jury duty, professional development days, subpoena or bereavement leave, shall not constitute an interruption in a working assignment. Long-term status will be backdated to the first day of replacement for the purpose of salary rates - Article 9.

8.03 A Long Term Occasional Teacher shall not have to further fulfil these requirements if called upon to relieve for the same teacher during the same school year.

8.04 Short Term Occasional Teacher means a teacher who is employed as a replacement teacher for the same teacher for fifteen (15) or fewer consecutive teaching days.

ARTICLE 9 - SALARY RATES

- 9.01 The rates of pay for occasional teachers will be as follows. It is understood that these rates include vacation pay and statutory holiday pay where applicable.
- a) The daily rate for unqualified short term occasional teachers will be 80% of Group 1 Year 0, divided by 200.
 - b) The daily rate for qualified short term occasional teachers will be 100% of Group 1 Year 0, divided by 200.
 - c) Salary for long term occasional teachers will be calculated in the proportion that the total number of school days for which the teacher performs his/her duties in the school year bears to the total number of school days in the school year. Long-term occasionals shall be paid according to his/her placement on the salary schedule in effect in the Collective Agreement between Rainbow District School Board and OSSTF - Secondary Teachers and in accordance with his/her years of experience on file with the Board at the time of assignment to the long-term position.

9.02 Calculation of Teaching Experience

The calculation of years of teaching experience to be credited for salary calculation for long-term occasionals will be made annually and will be determined by calculating the total years of teaching experience to the end of June in the day school program in elementary and secondary schools in Ontario. Only experience as a probationary/permanent teacher and experience as a long-term occasional for periods of twenty (20) or more consecutive days of teaching shall be credited. Continuing Education teaching experience with the Rainbow District School Board which commenced on or after September 1, 1999 will be recognized at the rate of one month of teaching experience per continuing education credit taught. The total number of complete teaching months ie. periods of twenty (20) or more consecutive days of teaching shall be divided by ten (10). Periods of teaching experience of less than one month will be accumulated and rounded to complete months on the basis of (twenty) 20 days per month. Where the remainder in such division is 5 months or greater, an additional year will be granted.

ARTICLE 10 - WORKING CONDITIONS

- 10.01 The occasional teacher will be given an equivalent timetable to the regular teacher being replaced including the number of classes, supervision, on-calls and other appropriate teaching duties including the supervision duties of the teacher being

replaced.

- 10.02 When substituting for a teacher who has less than three (3) semester classes (or equivalent), the occasional teacher may be required to teach three (3) semester classes (or equivalent).
- 10.03 Every effort will be made to inform the occasional teacher at the end of the school day, whether or not he/she is required for the same teaching assignment the following day in the same school.
- 10.04 In the event the occasional teacher is required to be absent from an assignment due to illness, the teacher shall notify the principal of the school to which he/she is assigned. If the occasional teacher is unable to accept assignments for a period of time, the teacher shall notify the Board Office of this fact.
- 10.05 The Board shall give a minimum of two (2) hours' notice where possible, of cancellation of any pre-arranged assignment.
- 10.06 Should cancellation of a pre-arranged assignment occur without notice, the employer shall pay the occasional teacher for 1/2 day the pay he/she would have received for that assignment and the occasional teacher shall report for alternate duties in an educational capacity.
- 10.07 An occasional teacher who has completed nine (9) days of a replacement assignment may not be replaced by another occasional teacher, unless it is by mutual consent or the replacement teacher is unable to teach, except in cases of removal for disciplinary reasons.
- 10.08 Every secondary school will supply to each short term occasional teacher in that school a package containing:
 - (a) Current class list for each class assigned
 - (b) Current seating plan for each class assigned
 - (c) A map of the school
 - (d) A copy of the school discipline code and other relevant policies
 - (e) The name(s) of appropriate teacher(s) from whom the occasional teacher may expect to receive assistance in the assigned subject(s) or classes (and their location)
 - (f) Details of work assignment for each class, if available
 - (g) School timetable for that day

- (h) Details of any special events planned for that school day
- (i) Particulars of medical needs of students will be communicated verbally to the occasional teacher, where possible.

10.09 In each school there will be a portion of the O.S.S.T.F. bulletin board maintained by the staff representative for the sole use of occasional teachers.

ARTICLE 11 - CALL-OUT ERRORS

11.01 An Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given appropriate employment in an educational capacity for one half day and shall be paid a half-day's pay for reporting for duty.

11.02 If an Occasional Teacher has been called in error for a full-day assignment, the Occasional Teacher shall be given appropriate employment in an educational capacity for a half day and shall be paid a half-day's pay for reporting for duty.

ARTICLE 12 - JOB POSTINGS

12.01 When Long Term Occasional Teacher positions are known at least two (2) weeks in advance, the Board agrees to post the positions by grade and/or subject for a period of five (5) school days. Notice of vacancy will be provided to the Branch office at the address specified by the Branch.

12.02 A copy of the notice of vacancy will be sent to each secondary school for posting.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 DEFINITIONS

A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement,

- i) individual grievance is a grievance lodged on behalf of one (1) of its members by the Union,
- ii) group grievance is a grievance lodged on behalf of two (2) or more of its members by the Union,
- iii) policy grievance is a grievance lodged by either party other than under (i) and (ii) above;

13.02 a "party" shall be defined as,

- i) the Union,
- ii) the Board;

13.03 the "Grievance Committee" shall refer to,

- i) in the case of the Board, the Board or a Committee of the Board duly appointed and authorized by the Board to act in that behalf,
- ii) in the case of the Union the Grievance Committee duly appointed and authorized by the Union to act.

13.04 "days" shall mean instructional days unless otherwise indicated. Acknowledging that both parties wish to have grievances resolved as expeditiously as possible, by agreement the grievances may proceed during the summer months. In such circumstances, Mondays through Fridays in July and August shall count as instructional days.

13.05 PROCEDURES - INDIVIDUAL GRIEVANCE

1) Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the member with the principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One, within ten (10) days of the informal stage.

2) Step One

The Union may initiate a written grievance with the Director of Education, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of the Union and the member concerned.

c) 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 Director or designate, refer the matter to the Board=s Grievance Committee. The Board=s Grievance Committee shall meet with the Union=s Grievance Committee within ten (10) days of receipt of the written request of the Union to discuss and endeavour to solve the problem.

The Board=s Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

If the reply of the Board=s Grievance Committee is unacceptable to the Union, it may, within fifteen (15) days of receiving the written reply of the Board, apply for arbitration.

13.06 Policy and Group Grievance

The Union has the right to file a policy grievance or group grievance on behalf of two or more members who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the bargaining unit and at Step Two, the Board=s Grievance Committee shall present its grievance to OSSTF=s Grievance Committee.

13.07 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party=s appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) 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 (2) 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 Chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or

employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines and modify penalties including discharge and disciplinary penalties.

Cost of Arbitration

The fees for a single arbitrator, or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

- 13.08 Time restrictions may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by registered mail or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits.
- 13.09 There shall be no reprisals of any kind taken against any person because of his/her participation in the grievance or arbitration procedure under this Agreement.
- 13.10 Should the investigation or processing of a grievance require it, a grievor or the union representative shall be released from regular duties without loss of salary.

ARTICLE 14 - OCCASIONAL TEACHERS' LIST

- 14.01 For each September, the Board shall prepare a list of Occasional Teachers. The total number of occasional teachers on the list shall not normally exceed 130 teachers.
- 14.02 For each bargaining unit occasional teacher whose name is entered on the Occasional Teachers' List, the following information will be provided:

name, address, telephone number, subject(s) which the teacher is qualified and willing to teach, and the geographical areas and/or schools where that teacher has indicated he/she would teach. The List shall be furnished to the Bargaining Agent President by September 30th and January 31st.
- 14.03 The list shall be comprised of the names of: the teachers who, were on the List the

previous year and have indicated to the Board, in writing by July 8th their intent to be available for occasional teaching assignments and new teachers hired by the Board subject to 14.01.

- 14.04 A teacher's name shall be removed from the list:
- (a) when the teacher resigns, or
 - (b) when the teacher obtains employment as a full-time teacher, or
 - (c) when the teacher has been dismissed, upon unsatisfactory performance attested to by two (2) principals, or
 - (d) when the teacher has been dismissed for just cause, or
 - (e) when the teacher is unavailable for work on three (3) or more occasions due to alternate employment.
- 14.05 A secondary teacher declared redundant, and who has recall rights under the Statutory Agreement, can apply to be placed on the Board's Occasional Teacher List in accordance with 14.03, and these occasional teachers shall be subject to the provisions of this collective agreement for their employment as an occasional teacher.

ARTICLE 15 - EVALUATION

- 15.01 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 written comments, if he/she desires. Such documentation and comments will be retained as a part of the Occasional Teacher file.
- 15.02 Corrections and amendments agreed to by both parties shall be made in writing and included in the employee's file. Copies of the changes shall be sent to all parties who received copies of the original.
- 15.03 Employees in the bargaining unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.

ARTICLE 16 - LEAVE OF ABSENCE

The Board will grant leave of absence to Long Term Occasional Teachers in the following cases, providing reasonable prior notification is given in order that a suitable replacement may be found and provided that the occasional teacher has been employed for four (4) consecutive

months or more in the school year.

16.01 Jury Duty

A leave of absence without loss of pay will be granted by the Principal to a long-term occasional teacher who is required to be absent because of jury duty, or duty as a witness in any court to which he/she has been summoned in any proceeding to which he/she is not a party or one of the persons charged on a matter not relating to his/her employment with the Board.

16.02 Bereavement Leave

When a long-term occasional teacher is required to be absent because of the death of a member of his/her family, he/she will be granted up to five (5) consecutive teaching days without loss of pay or deductions from sick leave credit. Immediate family would include father, mother, brother, sister, son, daughter, spouse, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or guardian.

16.03 When a long-term occasional teacher is required to be absent because of the death of any other person, he/she should be granted at the discretion of the Principal one (1) day off without loss of pay or deductions from sick leave credit.

16.04 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period for quarantine when declared by the Medical Officer of Health or designate.

ARTICLE 17 - SICK LEAVE

17.01 In each school year an Occasional Teacher who obtains a long-term assignment shall be entitled to two (2) days paid sick leave per month commencing two months after the start of the assignment and cumulative for the duration of the long-term occasional teaching assignment but not beyond the end of the school year.

17.02 A teacher in a long-term assignment who qualified for sick leave for that assignment and who continues in a different long term assignment will continue to receive 2 days sick leave per month for the duration of the next long term assignment provided there was no break in service exceeding five (5) school days between the two assignments. The entitlement to sick leave accumulation does not go beyond the end of the school year.

17.03 Sick leave days shall be cumulative from one assignment to another within the same

school year.

- 17.04 At the end of each school year, a Long Term Occasional Teacher's sick leave credit account shall be credited with the unused credits from that year. Such credits shall be accumulated in the Long Term Occasional Teacher's account from year to year.
- 17.05 a) For an absence of five (5) days or more caused by sickness, a certificate of a qualified medical or dental practitioner may be requested by the employee's supervisor, certifying the inability of the employee to attend to his/her duties for five (5) or more consecutive days, before leave with pay will be allowed.
- b) Notwithstanding Article 16.04 (a), the Board may require an employee to submit the certificate required thereunder for a period of absence of less than five (5) consecutive days.
- 17.06 Employees leaving the employ of the Employer shall be provided with an accurate written record of their accumulated sick leave credits on their last day of employment.

ARTICLE 18 - BENEFITS

- 18.01 In each school year an occasional teacher who obtains a long-term assignment will receive a per diem allowance in lieu of benefits commencing two months after the start of the assignment and continuing for the duration of the long-term assignment but not beyond the end of the school year.
- 18.02 A teacher in a long-term assignment who qualified for the benefits allowance for that assignment, and who continues in a different long-term assignment will continue to receive a per diem allowance in lieu of benefits provided there was no break in service exceeding five (5) school days between the two assignments. The entitlement to the per diem allowance does not go beyond the end of the school year.
- 18.03 The per diem allowance will be set each September based on the monthly cost of the extended health and dental benefit premiums of the secondary teachers group as follows: (90% of monthly premium for family coverage x 10 months/194 school days).

DATED AT SUDBURY, ONTARIO THIS ____ DAY OF June, 2003.

SIGNED AND AGREED ON BEHALF OF Rainbow District School Board:

Chair of the Board _____

Director of Education _____

SIGNED AND AGREED ON BEHALF OF THE NEGOTIATING UNIT:

President _____

Representative _____

Representative _____