

SOURCE	COMP	
EFF.	98	01
TERM.	200831	
No. OF EMPLOYEES	100	
NOMBRE D'EMPLOYÉS	JL	

## **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE NEAR NORTH DISTRICT SCHOOL BOARD**

**AND**

**THE BRANCH AFFILIATE OF THE**

**OSSTF DISTRICT 4**

**REPRESENTING THE OCCASIONAL TEACHERS  
EMPLOYED IN THE SECONDARY SCHOOLS  
OF THE  
NEAR NORTH DISTRICT SCHOOL BOARD**

**September 1, 1998 to August 31, 2000**

12297(01)

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ARTICLE #1

Purpose

- 1.01 The purpose of this Agreement is to establish the **terms** and conditions of employment of all members of the Bargaining Unit employed by the Board, including salaries, employee benefits, **working** conditions and other matters, and to establish an expeditious procedure for the resolution of grievances which **may** arise.
- 1.02 Except for errors, inadvertence or omission, this Collective Agreement **shall** form the basis for computing all salaries and other conditions.

ARTICLE #2

Recognition of Negotiation Parties

- 2.01 The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) **as** the official negotiating body representing all Occasional Teachers employed by the Board in its secondary panel.
- 2.02 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Bargaining Unit recognizes the right of the Board to be represented by any duly appointed advisor, counsel, solicitor, or representatives to assist, advise, or represent the Board **in** all matters pertaining to the negotiations and administration of this Collective Agreement.

ARTICLE #3

Duration and Renewal

- 3.01 This Agreement shall be binding and have effect upon September 1, 1998 and shall remain in full force and effect for two years.
- 3.02 This Agreement shall be automatically renewed every two years thereafter, unless notice is given in writing by either party to the other **party** at least ninety (90) days prior to the expiry date.
- 3.03 In the event of notice being given negotiations shall **commence** ~~within~~ fifteen (15) days following receipt of notification unless mutually agreed otherwise.
- 3.04 During the negotiations upon any new or revised Agreement, the Agreement shall remain in **full** force and effect until a new or revised Agreement is signed or until the conciliation procedure outlined in the Labour Relations Act has been completed.
- 3.05 Except for errors, inadvertence or omission, the Agreement shall form the basis for computing all salaries and other conditions defined herein. Amendments or deletions to the terms contained herein shall be made by mutual consent of both parties.

## ARTICLE #4

Sanctions

4.01 There shall be no **strike** or lockout during the **term** of this Agreement, or of any renewal of this Agreement.

## ARTICLE #5

Definitions

5.01 "Occasional Teacher" shall bear the meaning given in the Education Act.

5.02 "Long Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period of fifteen (15) or more consecutive days. It is understood that any Professional Activity day falling in the fifteen (15) day consecutive period will not be considered **as** a break in consecutive service.

5.03 "Short Term Occasional Teacher" means a teacher who is required to teach for a period of fewer than fifteen (15) consecutive and uninterrupted days.

5.04 "Qualified" means holding a valid Ontario Teaching Certificate recognized by the Ontario College of Teachers.

5.05 "Day" means an instructional day unless otherwise specified.

5.06 "Occasional Teacher List" means a list of all teachers who have been accepted by the Board to teach **as** Occasional Teachers and shall show names, addresses, telephone numbers, schools in which they are willing to teach in order of preference, subjects they are qualified to teach, subjects they are willing to teach, years of experience, and salary category. **An** up-to-date Occasional Teacher List shall be sent to the Union and to each school on October 1st and February 15th of each year. **Only** the names of qualified teachers shall appear on the list.

## ARTICLE #6

Management Rights

6.01 The Board retains those management rights not limited by this Collective Agreement.

## ARTICLE #7

Union Security and Check-Off

7.01 All qualified Occasional Teachers hired by the Board shall **as** a condition of employment either maintain their Union membership or join the Union within **thirty** (30) calendar days after the signing of this Agreement and remain Union members in good standing.

- 7.02 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay cheque, any fees levied, in accordance with the **Union's** constitution and/or by-laws and owing to the Union.
- 7.03 Deductions made in accordance with Article 7.02 shall be remitted to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) calendar days of the dues being deducted. A copy of each dues submission list shall be forwarded to the President of the Occasional Teachers' Branch of OSSTF District 4.
- 7.04 The Union shall indemnify and save the Board harmless **from any** claims, suits, judgments, attachments and **from** any form of liability as a result of deductions authorized by the **Union**.
- 7.05 All qualified Occasional Teachers employed by the Board shall be provided with a copy of this Agreement by the Board.
- 7.06 Dues deducted will be shown on the Employee T4 slips.

#### ARTICLE #8

##### Representation

- 8.01 The Board agrees that it will deal solely with the duly authorized agents of the Union in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Union will supply the Board with the names of its officials and committee members.
- 8.02 All correspondence between the parties arising out of this Agreement shall pass to and from the Director of Education or designate and the President of the Occasional Teachers' Branch of the OSSTF District 4.
- 8.03 Where the Board requires the attendance of an Occasional Teacher at a meeting convened during school hours and such Occasional Teacher has been scheduled for a teaching assignment, the Board shall compensate the Teacher at the appropriate daily rate.

#### ARTICLE #9

##### Job Postings

- 9.01 The Board will send by mail, a copy of postings for all permanent or long term occasional teaching positions, which may occur from time to time within the Board, to the President of the Occasional Teachers' Branch OSSTF, District 4. These postings will be made at the same time that the postings are sent to the Secondary School Principals.
- 9.02 Long Term Occasional Teaching Assignments shall be advertised internally for at least three days prior to external advertisement.

## ARTICLE #10

Occasional Teacher List

- 10.01 Occasional teachers shall notify the Director or designate and the appropriate Principal(s), in writing, of any change of address or telephone number required by the Board or Principal(s) to contact the Teacher regarding teaching assignments.
- 10.02 As a condition of employment, new Teachers engaged by the Board shall submit **an** OSSTF certification rating statement to the Manager of ~~Human Resources~~. Until the statement is received, new Teachers shall be placed on the salary grid at Category 1. Retroactive pay shall be limited to one (1) calendar year.

Procedures for Adding to the List

- 10.03 Before being placed on the list an applicant shall have an interview and shall submit all required documentation.
- 10.04 A Teacher shall be considered available for employment from the date on which the Teacher's name was accepted for inclusion on the list.

Procedures for Removing Names from the List

- 10.05 The Superintendent of Program and Schools **may** remove a Short Term Occasional Teacher from the list and provide written notification of such removal. The Short Term Occasional Teacher may appeal the decision to the Director of Education.
- 10.06 By June 1st of each year, each Occasional Teacher shall be issued a request for confirmation to be maintained on the List for the following school year. Teachers who wish to have their names maintained on the List shall so confirm in writing by June 30th. Teachers who so confirm are deemed to be available and willing to work and their names shall be maintained on the List

## ARTICLE #11

Calling Procedure

- 11.01 All short term Occasional positions shall be filled by the Principal or designate by the following procedures :
- 11.01.1 Calling those Occasional Teachers on the Occasional Teacher List who are qualified in the required area(s) and expressed an interest in working in the school.
- 11.01.2 Calling other Occasional Teachers on the Occasional Teacher List.

**ARTICLE #12****Salary Schedule**

12.01 Occasional Teachers shall be paid in accordance with the following:

<u>Years of Teaching</u>	<u>A1-1</u>	<u>A2-2</u>	<u>A3-3</u>	<u>A4-4</u>
0	31639	32849	36107	37678
1	33319	34681	38265	40014
2	35000	36514	40424	42349
3	36680	38346	42583	44685
4	38360	40178	44741	47021
5	40041	42011	46900	49356
6	41721	43843	49058	51692
7	43401	45675	51217	54028
8	45082	47508	53376	56363
9	46762	49340	55534	58699
10	48442	51172	57693	61035
11	50123	53005	59851	63370
12	51803	54837	62010	65706

12.01.1 The Short Term Occasional rate shall be effective April 1, 1999

12.01.2 The Long term Occasional rate shall be effective September 1, 1998.

12.01.3 A Short Term Occasional Teacher shall be paid a per diem rate 1/194th of category one minimum, which includes vacation allowance of four percent.

12.01.4 A Long Term Occasional Teacher shall be paid at a per diem rate 1/194th of his/her grid placement, which includes vacation allowance of four percent.

12.01.5 Should an Occasional Teacher replace a teacher for a period of fifteen (15) or more consecutive days, that Teacher shall be paid retroactively at the rate of a Long Term Occasional Teacher.

12.01.6 In the event that a Long Term Occasional Teacher is employed for or less than three (3) periods in a day, then the rate of pay for that Teacher as described in Article 12.01.3 and 12.01.4 shall be multiplied by P/3 where P is the number of teaching periods assigned to the Teacher.

12.01.7 In the event that a Short Term Occasional Teacher is employed for or less than four (4) periods in a day, then the rate of pay for that Teacher as described in Article 12.01.3 and 12.01.4 shall be multiplied by P/4 where P is the number of teaching periods assigned to the Teacher. When a fourth teaching period is not available, the principal shall assign an alternate supervisory duty for that period.

12.02 Long Term Occasional Teachers shall accrue teaching experience towards an additional increment. When that teaching experience is less than one full year equivalent, the teacher shall be placed on the next grid step when the experience is 0.5 or more. This grid step placement shall occur at the beginning of the next Long Term Occasional placement.

## ARTICLE #13

Method of Pay

- 13.01 Occasional Teachers shall be paid on the same **dates as** full-time teachers, ~~with~~ a two-week salary holdback.

## ARTICLE #14

Reporting Pay and Daily Assignments

- 14.01 Reporting pay of one-half day shall be paid when an Occasional Teacher reports for authorized duty and, **as** a result of being called in error, is not required to teach. In such **cases** the Principal may assign other professional duties for the half day. If the Occasional Teacher **has** been notified of the cancellation of the assignment ~~within~~ two hours in advance, then the board is not required to pay for the one-half day assignment.
- 14.02 The continuous employment of a Long Term Occasional Teacher shall be deemed to be unbroken in the event of emergency school closure.
- 14.03 In the event of early dismissal of students resulting from emergency conditions, an Occasional Teacher shall receive full salary (pro-rated for Occasional Teachers assigned for part of a day) for the balance of the school day.
- 14.04 The Board will provide to the President of the Occasional Teachers' Branch of OSSTF District 4 by January 31st and June 30th a report showing days worked by each Occasional Teacher during the preceding semester,
- 14.05 The timetable for an Occasional Teacher shall be constructed according to the same constraints that apply to a regular teacher in the same school, including on-calls as scheduled.

## ARTICLE #15

Professional Development

- 15.01 A Long Term Occasional Teacher shall be paid for system professional activity days provided that the Teacher participates in the scheduled professional activities,

## ARTICLE #16

Leaves

- 16.01 All items in Article 16 shall **apply** solely to Long Term Occasional Teachers and any reference to "Teacher" in this Article is to be interpreted as meaning a Long Term Occasional Teacher.
- 16.01.1 Each Teacher shall be entitled to one (1) day of **sick** leave credit (pro-rated for part-time employment) for every ten (10) days of teaching time.



- 16.01.2 All sick leave accumulated may be **used** in the next school year if the Teacher subsequently obtains a contract with the Board and there has been no break in employment between the long ~~term~~ assignment and the commencement of duties under contract.
- 16.01.3 A **maximum** of five **(5)** days sick leave **may** be accumulated **and** used in the **next** school year for periods during which the Teacher **has** long ~~term~~ assignments.
- 16.02 The Board may require a certificate from a qualified medical or dental practitioner of the Board's choice for absences greater than four **(4)** days. The cost of such a certificate shall be paid by the Board.
- 16.03 Any leave of absence requested by a Teacher for any of **the following reasons** shall be granted by the Principal and shall be with pay, and without loss of sick leave:
- 16.04.1 where a teacher is Writing examinations and:
- i) the examination is written in conjunction with improvement of qualifications or professional standing, and
  - ii) the examination is written during the school day,
  - or
  - iii) the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.
- 16.04.2 where a teacher is attending is attending his/her graduation exercises or the graduation (grade 8, secondary, or post-secondary) of his/her spouse, son, daughter, or parent and;
- i) the exercises occur during the instructional day, or
  - ii) the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably **arrive** at the graduation location.
- 16.05.1 for absence occasioned by the birth or adoption of a **son/daughter**, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one (1) day;
- 16.05.2 where a Teacher is attending the funeral of a member of the family:
- i) in the case of immediate family **as** defined below, a leave of absence without deduction of salary or sick leave credit **up** to a maximum of five **(5)** days;
  - ii) in the case of a member outside the immediate family **as** defined below or a friend, one (1) **day**.

Definition - IMMEDIATE FAMILY - Parents, parents-in-law, spouse, children, brothers, sisters, grandparents. However, there may be **an** exceptional situation for other relatives. In the case **of** such a relative, the employee may be granted leave, subject to approval of the Director or designate.

- 16.05.3 A Teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses that he/she receives as a juror or witness.
- 16.06 Each Teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the medical authorities.
- 16.07 Any leave of absence without pay of three (3) days or less requested by a Teacher and not covered elsewhere in Article 16 may be granted by the Principal. Leaves of more than three (3) days may be recommended by the Principal and may be granted by the Director or designate and shall be without pay.
- 16.08 Family Illness
- A leave may be granted, at the discretion of the Superintendent of Corporate Services and Treasurer or designate, without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family shall be defined as son, daughter, spouse, mother or father. It is to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.
- 16.09 Under the Workers' Compensation Act, this Board provides protection for its Teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative leave sick plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the Teacher shall receive only the compensation award.

## ARTICLE #17

### Personnel Files

- 17.01 The personnel file respecting a teacher shall be maintained in the Personnel Department of the Board and shall be available and open to the teacher and/or a person authorized in writing to act on the teacher's behalf for inspection in the presence of a Board personnel department officer at any reasonable time during the regular working hours of the department.
- 17.02 The teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.
- 17.03.1 If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in ARTICLE #18, the Board shall, within twenty school days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm, amend or remove the information.
- 17.03.2 Where the Board amends or removes information as outlined in this article, the Board shall, at the request of the teacher notify all persons who received a report based on the prior information

17.04 A teacher **may** place comments on any materials kept on file pertaining to the teacher.

ARTICLE #18

Evaluation of Teacher Performance

18.01 The Board shall have a policy on, and procedures for, evaluations. **Any** such policy shall be developed in consultation with the Union. Teachers shall **only** be evaluated in accordance with these policy/procedures.

ARTICLE #19

Grievance Procedure

19.01 Definitions

19.01.1 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 arbitrable.

19.01.2 "Grievor" shall be defined **as**:

- i) the Bargaining Unit
- ii) the Board

19.01.3 "Statement of Grievance" shall be in writing and shall include the name **of** the Teacher, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this Agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.

19.01.04 The "Grievance Committee" shall consist of:

- i) Two (2) Trustees of the Board;
- ii) Two (2) members of the Bargaining Unit to be named by the Bargaining Unit; and,
- iii) One (1) member of the Board administrative **staff**.

19.02 A representative of OSSTF shall be present to assist the Teacher at any stage of this grievance and arbitration procedure.

19.02.1 If **a** Teacher, with the concurrence of the Bargaining Unit, wishes to initiate a complaint the procedure will start at Step I. If the grievor is the Bargaining Unit, the procedure may begin at Step I or Step II i). **If** the grievor is the Board, the procedure will begin at Step II i)

## 19.02.2 step I

- i)– The Teacher and the Bargaining Unit representative ~~will~~ discuss the complaint with the appropriate Principal.
- ii) The Principal shall attempt to resolve the **matter** informally ~~within~~ five (5) school days of the initial discussion. The Principal shall answer the complaint in writing,
- iii) If the reply of the Principal is not acceptable to the Bargaining Unit, the Bargaining Unit may, **within** ten (10) school days, refer the complaint to the Superintendent of Corporate Services and Treasurer.

## 19.02.3 Step II

- i) The Superintendent of Corporate Services and Treasurer shall attempt to resolve the grievance within ten (10) school days of referral. Failing settlement ~~within~~ the ten (10) school days mentioned, the Superintendent of Corporate Services and Treasurer shall immediately advise the grievor to prepare a Statement of Grievance.
- ii) Within ten (10) school days of this advice the grievor shall send copies of the Statement of Grievance to the Superintendent of Corporate Services and Treasurer and the Bargaining Unit.

## 19.02.4 Step III

- i) The Grievance Committee shall meet **within** twenty (20) school days of the receipt of the Statement of Grievance by the Superintendent of Corporate Services and Treasurer. The Committee shall review the dispute and attempt to resolve the grievance.
- ii) If the Grievance Committee is unable to reach a decision ~~within~~ five (5) school days of its initial meeting it shall declare an impasse.

## 19.02.5 Step IV

- i) After declaring **an** impasse, the Grievance Committee shall remain constituted. The grievor, within ten (10) school days of the declaration of the impasse, shall give written notice of intention to submit the grievance to binding arbitration to the Superintendent of Corporate Services and Treasurer. The latter shall convene the Committee within ten (10) school days of receipt of notice to submit to arbitration.
- ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within ten (10) school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.
- iii) The decision of the arbitrator shall be binding on all parties.

19.02.6 The cost of the arbitrator under Article 19.02.5 shall be shared equally by the Board and the Bargaining Unit.

19.02.7 Time limits established in this Article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used **as** precedent in other grievances.

Failure of a grievor to adhere to the time limits (as stated or extended by agreement) shall be deemed to be an abandonment of the grievance.

- 19.02.8 Failure of the Principal, the Supervisory Officer, or the Grievance Committee to adhere to the time limits shall be deemed to be failure of settlement, and the grievor may proceed to the next step in the grievance procedure.
- 19.03 A grievance in which the Board is the grievor may be referred directly to the Grievance Committee under Step III provided such reference is made within twenty (20) school days of the occurrence giving rise to the complaint by the Board. Any such reference shall be preceded by discussion between representatives of the Board and Bargaining Unit. Notice for such discussion shall be given to the Bargaining Unit ten (10) school days prior to the meeting of the Grievance Committee.
- 19.04 Grievance Mediation
- 19.04.1 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.
- 19.04.2 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.
- 19.04.3 Parties have the right to be protected from repetitious grievances which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.
- 19.04.4 No action of any kind shall be taken against any person because of participation in the grievance or arbitration procedures under this Agreement. The fact that a grievance is raised by a member of the Bargaining Unit, regardless of the ultimate disposition, shall not be recorded in the Teacher's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

## ARTICLE #20

### Just Cause

- 20.01 A Long Term Occasional Teacher under contract shall not be disciplined, dismissed, demoted, or suspended without just and sufficient cause.

ARTICLE #21

Probationary Period

21.01 All newly hired Long Term Occasional Teachers shall serve a probationary period of **thirty** (30) working days. A probationary Occasional Teacher shall be **terminated** and removed from the list at the sole discretion of the Board and shall not be entitled to grieve the termination,

ARTICLE #22

Benefits

22.01 A Long Term Occasional Teacher, **teaching** one semester or more, **may** participate in the Employee Benefit Plan, exclusive of the Long Term Disability Plan, shall receive **a** pro-rated proportion of an annual board contribution of \$2,000 towards the Employee Benefit Plan. The Long Term Occasional Teachers shall be part of the regular secondary teachers' experience pool for benefits, subject to the approval of the insurance carrier.

ARTICLE #23

Signatures

In witness hereof

The memorandum of agreement **made** in triplicate

The < > day of < >, 19< >

between the Near North District School Board and

The Ontario Secondary School Teachers' Federation, ~~District~~ 4

THE NEARNORTH DISTRICT SCHOOL BOARD

OSSTF, DISTRICT 4

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
**Bargaining** Unit President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Director of the Board

\_\_\_\_\_  
Occasional **Unit** President