

COLLECTIVE AGREEMENT

between

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

Representing

The Occasional Teachers
of District 4 of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

and

The Near North District School Board
(hereinafter called the "Employer" or "Board")

September 1, 2002

to

August 31, 2004

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 bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of employed all Occasional Teachers to teach by the Board.
- 2.02 The OSSTF authorizes and the Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the OSSTF.
- 2.03 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.
- 2.04 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
- 2.05 A person who is employed as a regular teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher shall be covered by whichever Collective Agreement is applicable to that teacher at any point in time.
- 2.06 Both parties agree to notify each other, in writing, no later than the first day of each school year of the person(s) who are designates whenever the term "designate" is used in this Agreement. Any changes during the school year shall require either party to give written notice to the other within five (5) working days of the change(s).

ARTICLE #3 - Duration and Renewal

- 3.01 This Agreement shall be in effect from September 1, 2002 and shall continue in force up to and including August 31, 2004 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.
- 3.01 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either party may notify the other within the period of 120 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications of this collective agreement.
- 3.02 If either party gives notice of its desire to negotiate amendments in accordance with 3.01, the

parties shall meet within (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.

- 3.03 No change 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.
- 3.04 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 Labour Relations Act.
- 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 the duly authorized bargaining agents of both parties.

ARTICLE #4 - Definitions

- 4.01 "Occasional Teacher" shall bear the meaning given in the *Education Act Section 1 (1.1)*.
- 4.02 "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.
- 4.03 "Short Term Occasional Teacher" means a teacher who is required to teach for a period of fewer than fifteen (15) consecutive and uninterrupted days.
- 4.04 "Qualified" means holding a valid Ontario Teaching Certificate recognized by the Ontario College of Teachers.
- 4.05 Day means an instructional day unless otherwise specified.
- 4.06 "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, telephonenumber, 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 each month. Only the names of qualified teachers shall appear on the list.

ARTICLE #5 – Rights of Parties

- 5.01 The Board retains those management rights not limited by this Collective Agreement.
- 5.02 The Bargaining Unit recognizes the obligation of the Board to operate its schools in a manner consistent with the *Education Act* and *Regulations* made thereunder.
- 5.03 As part of the hiring process and where practical, the Board shall grant interviews to an occasional teacher who has applied to fill any vacant teaching position.
- 5.04 The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.

- 5.05 The supervisory personnel preparing an adverse report will ensure that a teacher receives a copy of the adverse report within seven (7) working days
- 5.06 The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board's Safe School Policy.
- 5.07 The Board agrees that the District 4 Branch Affiliates may hold meetings at the work site outside of the school day provided that appropriate facilities are available or as part of regularly scheduled staff meetings at schools where that has been past practice. Branch Affiliate meetings during the school day must be approved by the Principal or designate. Such approval will not be unreasonably denied.
- 5.08 The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.
- 5.09 All Occasional Teachers employed by the Board shall be provided with a copy of this Agreement by the Board at their time of hire for an LTO placement. On request, copies of the Collective Agreement shall be made available in each school for short-term occasional teachers.
- 5.10 Within fifteen (15) working days of the date of hire as a Long term Occasional Teacher, the Board shall provide the Occasional Teacher with a written list of all outstanding documentation required by the Board.

ARTICLE #6 - Union Security and Check-Off

- 6.01 All qualified Occasional Teachers hired by the Board shall as a condition of employment 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.
- 6.02 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.
- 6.03 Deductions made in accordance with Article 6.02 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. Such remittance shall be accompanied by a list identifying the teachers and any information as currently provided.
- 6.04 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.
- 6.05 Dues deducted will be shown on the Employee T4 slips.
- 6.06 There shall be no discrimination, interference, restraint, or coercion exercised upon Occasional teachers because of participation in any lawful Union activity.

ARTICLE #7 - Representation

- 7.01 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.

- 7.02 All correspondence between the parties arising out of this Agreement shall pass to and from the Director of Education or designate and the President or designate of the Occasional Teachers' Branch of the OSSTF District 4.
- 7.03 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 #8 - Job Postings

- 8.01 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 or designate 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. The Board shall at the same time post these positions on their Website.

ARTICLE #9 - Occasional Teacher List

- 9.01 At the time an occasional teacher is accepted for inclusion on the occasional teacher list, the occasional teacher will select, from among the geographic areas designated by the Board, geographic areas and schools within the geographic areas for which the occasional teacher wishes to be designated on the sub-list for each area.
- 9.02 The occasional teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work.
- 9.03 It is the responsibility of each occasional teacher to notify the Board in writing of any change of address or phone number needed to contact the occasional teacher regarding teaching assignments.
- 9.04 An occasional teacher who, because of illness, pregnancy, adoption of a child, or any other reasons acceptable to the Board, becomes unavailable for an assignment, shall be retained on the Board's occasional teacher list in an inactive status during the period of such unavailability for the remainder of the school year provided that the occasional teacher remains in good standing with The Ontario College of Teachers and makes herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the occasional teacher list. An occasional teacher who becomes unavailable for such reasons shall inform the Board of the date of commencement of a return from the period of unavailability.
- 9.05 Each occasional teacher wishing to be considered for long term occasional teaching assignments or a regular contract position, shall indicate such interest to the Board annually. This information shall be provided to each secondary school principal and to the District 4 President or designate as referred to in Article 7.02.

Procedures for Adding to the List

- 9.06 Before being placed on the list an applicant shall have an interview and shall submit all

required documentation.

- 9.07 A Teacher shall be considered available for employment from the date on which the Teacher's name was accepted for inclusion on the list.
- 9.08 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 July 15th. Teachers who so confirm are deemed to be available and willing to work and their names shall be maintained on the List.

ARTICLE #10 – CATEGORY SYSTEM AND CERTIFICATION for Long Term Occasional Teachers

- 10.01 Each teacher's category classification on the salary grid shall be determined by the application of the OSSTF Certification Chart in effect September 1, 1997.
- 10.02 Changes in Category shall be made only after receipt of a Certification Statement issued by the OSSTF Certification Board. It is the responsibility of the teacher to present to the Manager of Human Resources or Designate the Certification Statement within a 30 school days of the first day worked.
- 10.03 As a condition of employment, new teachers engaged by the Board shall submit an OSSTF certification rating statement to the Manager of Human Resources or Designate. Until the statement is received, new teachers shall be placed on the salary grid at Category 1. Retro-active pay shall be limited to one calendar year.
 - 10.03.01 A salary change due to change in category will be made effective the first day of the long term occasional assignment of the same year, provided that the Manager of Human Resources or Designate has been notified in writing of the impending change prior to December 31, and that the Certification Statement has been received by the Manager of Human Resources or Designate prior to June 30 of the current school year. In no case will retro-activity be applied prior to the first day of the long term occasional assignment of that same school year.
 - 10.03.02A salary change due to change in category will be made effective January following, if notification has not been received prior to December 31, and provided that the Manager of Human Resources or Designate has been notified in writing of the impending change prior to April 30 and that the Certification Statement has been received by the Manager of Human Resources prior to October 31 of the ensuing school year. In no case will retro-activity be applied prior to January 1 of the calendar year.
 - 10.03.03 If unusual delays in the receipt of the Certification Statements occur which are beyond the control of the teacher and if the teacher informs the Manager of Human Resources or Designate in writing of the delay, then retro-activity as stated in 10.03.01 and 10.03.02 will be applied in a fair and reasonable manner subject to 10.04.
- 10.04 Changes in salary, including any appropriate retroactive payment, will be made within two months by the Manager of Human Resources or Designate upon receipt of the Certification Statement to verify the change in category.

ARTICLE #11 – Calling Procedure

- 11.01 All short term Occasional positions shall be filled by the Principal or designate by the following

procedures:

- 11.01.01 Calling those occasional teachers already working in the school on a part-time basis.
- 11.01.02 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.
- 11.01.03 Calling other Occasional Teachers on the Occasional Teacher List.
- 11.02 Call-out Errors
 - 11.02.01 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 for one-half day and shall be paid a half-day's pay for reporting to duty.
 - 11.02.02 If an occasional teacher has been called in error for a full-day assignment and is told of this error by the end of Period 1, the occasional teacher shall be guaranteed appropriate employment for one half day and shall be paid one half day's pay for reporting for duty.
 - 11.02.03 If an occasional teacher has been called in error for a full-day assignment and is told of this error after Period 1, the occasional teacher shall be guaranteed appropriate employment for a full day and shall be paid a full day's pay for reporting for duty.
- 11.03 Late Calls
 - 11.03.01 An occasional teacher shall not be considered late for a teaching assignment as a result of a late request to report to such assignment provided that the occasional teacher arrives on or before the time mutually agreed upon by the Board representative and the occasional teacher.
 - 11.03.02 Except where otherwise indicated by the Board representative, an occasional teacher shall report for duty at least fifteen (15) minutes prior to the commencement of classes.
- 11.04 Automated Calling System
 - 11.04.01 Prior to the initial implementation of any computerized dispatch system, the Board and District 4 agree to explore the operation of this system.

ARTICLE #12 - Salary Schedule

- 12.01 Occasional Teachers shall be paid in accordance with the following:
 - 12.01.1 Teaching experience, for the purpose of placement on the salary grid, shall be all full-time, part-time or long-term occasional teaching experience gained in elementary and/or secondary schools.
 - 12.01.2 All teaching experience shall be validated with documentation provided by the teacher to the Assistant Manager of Human Resources within a 30 school days of the first day worked.
 - 12.01.3 The teacher shall be paid at step 0 of the appropriate category until such time as they provide the required documentation. Upon receipt of the required documentation the Board shall make the necessary adjustment to the date of employment. The maximum period of

retroactivity shall be one year.

12.01.4 Teaching experience for less than a full-time assignment and/or less than a full school year, including long-term occasional teaching experience, shall be recognized as follows:

12.01.5 a) 0.5 assignment or more, or half school year or more: one full year credit.

12.01.5 b) less than 0.5 assignments shall accumulate until reaching 0.5, then a full year credit shall be granted.

12.01.5 c) the teaching experience provision for less than a full year, as stated in this article, shall only be applied to a teacher's salary beginning as of September 1, 1998, and shall not be paid for previous years when another method may have been used. Credit for teaching experience previously granted by a predecessor board will continue to be recognized as calculated by that board.

12.01.6 Long-term occasional teachers shall be paid as follows:

Effective September 1, 2003:

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	36,248	37,730	41,628	43,531
1	38,077	39,724	43,976	46,071
2	39,905	41,717	46,326	48,613
3	41,731	43,710	48,673	51,154
4	43,561	45,704	51,022	53,694
5	45,388	47,697	53,369	56,236
6	47,216	49,690	55,719	58,778
7	49,046	51,684	58,069	61,317
8	50,871	53,678	60,416	63,858
9	52,700	55,670	62,765	66,400
10	54,528	57,665	65,112	68,940
11	58,522	61,951	70,054	74,229

Effective January 1, 2004:

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	36,574	38,069	42,003	43,922
1	38,419	40,081	44,372	46,486
2	40,265	42,092	46,743	49,051
3	42,107	44,103	49,111	51,614
4	43,953	46,115	51,482	54,177
5	45,796	48,127	53,850	56,742
6	47,641	50,138	56,220	59,306
7	49,487	52,150	58,591	61,869
8	51,329	54,161	60,959	64,433
9	53,175	56,171	63,330	66,998
10	55,019	58,184	65,698	69,560
11	59,049	62,509	70,685	74,898

Effective April 1, 2004:

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	36,942	38,452	42,425	44,364
1	38,805	40,484	44,818	46,953
2	40,669	42,515	47,213	49,544
3	42,530	44,547	49,605	52,133
4	44,395	46,579	51,999	54,722
5	46,257	48,610	54,391	57,312
6	48,120	50,641	56,785	59,903
7	49,984	52,674	59,180	62,491
8	51,845	54,705	61,572	65,080
9	53,709	56,735	63,966	67,671
10	55,572	58,768	66,358	70,259
11	59,643	63,137	71,395	75,650

12.01.7 The Short Term Occasional rate shall be effective September 1, 2003.

12.01.8 The Long Term Occasional rate shall be effective September 1, 2003.

12.01.9 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.

12.01.10 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.

- 12.01.11 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.
- 12.01.11 A long term occasional teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity.
- 12.01.12 An occasional may attend a Professional Activity Day or any other in-service program on a voluntary basis without pay and with the approval of the school's Superintendent. Any fees charged for an in-service program will be paid by the occasional teacher.
- 12.01.13 Occasional Teachers shall accrue teaching experience towards an additional increment. The teacher shall be placed on the next grid step when the experience is 0.5 or more. Experience is recognized at September 1st or the beginning of the first long term assignment of each school year.
- 12.01.14 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.
- 12.01.14 The occasional teacher who accepts a full day-teaching assignment with the Board is provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day.
- 12.01.15 In the event that a Long Term Occasional Teacher is employed on a part-time basis, then the rate of pay for that teacher shall be based on the workload per semester and be pro-rated as per Articles 20.07.01 and 20.07.02 of the regular day school teacher's collective agreement and then calculated on a per diem basis as described in Article 12.01.4 above.
- 13.01 Related Experience
- 13.01.01 As of September 1 each year, one year of related experience will be recognized for one year of grid placement on the basis of the following:
- (a) technical teachers - years of work experience in the trade being taught,
 - (b) business teachers - years of work experience in the subject area being taught,
 - (c) other experience - years of teaching at a university or community college.
- 13.01.02 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.
- 13.01.03 Documentary evidence must be submitted with all applications for related experience allowances. Occasional teachers must apply for related experience within thirty (30) days of receiving an applicable Long-Term Occasional assignment by submitting an application to the Superintendent of Program and Schools.

ARTICLE #14 - Method of Pay

14.01 Occasional Teachers shall be paid bi-weekly on every second Friday, with a two-week salary holdback.

ARTICLE #15 - Reporting Pay and Daily Assignments

15.01 The continuous employment of a Long Term Occasional Teacher shall be deemed to be unbroken in the event of emergency school closure.

15.02 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.

15.03 Long Term Occasional Teachers shall receive a letter which includes a statement of the duration of their assignment.

15.04 In the event that the duration of a long term occasional teaching assignment changes, the Board shall endeavor to give five (5) days notice of such a change to the occasional teacher. If this notice is not given the occasional teacher may be paid for five (5) days in lieu of notice.

15.05 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 #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 will be credited if the Teacher subsequently obtains another Long Term assignment or a permanent teaching position with the Board and there has been no break in employment that exceeds sixty (60) days.

16.01.03 A maximum of 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 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. Spouse shall have the meaning as defined in the *Education Act Section 1.0.1*.

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 per Article 16.05.2. 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 notify the teacher within 7 days of such changes and at the request of the teacher notify all persons who received a report based on the prior information.

17.03.3 No later than four (4) years after the date of issue, or less at the discretion of the Director, any disciplinary documents or adverse job-related correspondence contained within a teacher's personnel records and files shall be removed and returned to the teacher unless further disciplinary action has occurred for the same or similar offense within that period. This does not apply to documents or correspondence which the Board is required to retain by law. These will be kept in a sealed envelope separate from the Teacher's files and will only be opened when the Board is required by law to open them.

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. A teacher shall be given a copy of the policy/procedures prior to being evaluated.

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) 2 trustees of the Board
- ii) 2 members of the Bargaining Unit to be named by the Bargaining Unit;
- iii) 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.

19.03.1 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).

19.03.2 Step I (i) The teacher and the Bargaining Unit representative will discuss the complaint with the appropriate Principal.

Step I (ii) The Principal shall attempt to resolve the matter informally within 5 school days of the initial discussion. The Principal shall answer the complaint in writing.

Step I (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 Business.

19.03.3 Step II (i) The Superintendent of Business shall attempt to resolve the grievance within 10 school days of referral. Failing settlement within the 10 school days mentioned, the Superintendent of Business shall immediately advise the grievor to prepare a Statement of Grievance.

Step II (ii) Within 10 school days of this advice the grievor shall send copies of the Statement of Grievance to the Superintendent of Business and the Bargaining Unit.

- 19.03.4 Step III (i) The Grievance Committee shall meet within 20 school days of the receipt of the Statement of Grievance by the Superintendent of Business. The committee shall review the dispute and attempt to resolve the grievance.
- Step III (ii) If the Grievance Committee is unable to reach a decision within 5 school days of its initial meeting it shall declare an impasse.
- 19.03.5 Step IV (i) After declaring an impasse, the Grievance Committee shall remain constituted. The grievor, within 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 Business. The latter shall convene the Committee within 10 school days of receipt of notice to submit to arbitration.
- Step IV (ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within 10 school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.
- Step IV (iii) The decision of the arbitrator shall be binding on all parties.
- 19.03.6 The cost of the arbitrator under Article 19.03.05 shall be shared equally by the Board and the Bargaining Unit.
- 19.03.7 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.
- 19.03.8 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.
- 19.04 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 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 10 school days prior to the meeting of the Grievance Committee.
- 19.05 Grievance Mediation
- 19.05.1 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.
- 19.05.2 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.

- 19.06.1 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.
- 19.06.2 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.
- 20.02 If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present. If the teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present in a timely fashion.

ARTICLE #21 - Probationary Period

- 21.01 All newly hired Long Term Occasional Teachers shall serve a probationary period of thirty (30) working days. For the purposes of just cause, a lower standard (procedural fairness) may be applied for occasional teachers.

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 effective September 1, 2003 of \$2,100 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 - Criminal Background Checks

- 23.01 The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources and/or designate and the teacher and/or designate.

Letter of Intent Between the Near North District School Board and District 4 Near North OSSTF

RE: Seniority

Both parties agree to form a Committee to explore the issue of Seniority. The representatives to the Committee shall be determined by each party. The parties shall meet as soon as practical after the ratification of this Collective Agreement. The parties shall report their findings to their respective negotiating teams no later than March 15, 2004.

SIGNATURE PAGE

AGREEMENT
BETWEEN
THE NEAR NORTH DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 4

For the Board: _____

For OSSTF: _____

Dated at, _____ this _____ day of _____, 2003