

OCCASIONAL TEACHERS' COLLECTIVE AGREEMENT



BETWEEN:

PEEL DISTRICT SCHOOL BOARD  
(hereinafter called "The Board")

- and -

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
DISTRICT 19 - OCCASIONAL TEACHERS' BARGAINING UNIT  
(hereinafter called "The Union")

September 1, 2004 to August 31, 2008

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LETTERS OF INTENT

- RE: COMPUTER DISPATCH SYSTEM
- RE: OCCASIONAL TEACHER LIST
- RE: ELECTRONIC JOB POSTINGS
- RE: RE-LISTING FORMS
- RE: WORKING CONDITIONS
- RE: GOVERNMENT SALARY RE-OPENER

ARTICLE 1 - PURPOSE

1.01 It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Union and to provide for the prompt and equitable disposition of grievances.

## ARTICLE 2 - RECOGNITION

- 2.01 This Agreement shall apply to the bargaining unit composed of every Part X.I teacher who is an Occasional Teacher and who is on the Board's roster of Occasional Teachers who may be assigned to a secondary school (as defined in Section 277.3(1) para. 4 of the Education Act, as amended by Bill 160, S.O. 1997, c. 31).
- 2.02 The Board recognizes the Union as the sole collective bargaining agent for all Occasional Teachers in the bargaining unit defined above. The Board recognizes the Bargaining Unit Executive as the agent/representative of the Union for purposes of any further negotiation for the renewal of this Agreement and the administration of this Agreement.
- 2.03 Any Part X.I teacher who is employed by the Board on a part-time basis in the bargaining unit defined in Section 277.3(1), para. 3 of the Education Act, and who is accepted by the Board for additional employment as an Occasional Teacher in its secondary panel, is part of the bargaining unit defined in 2.01 above and shall be covered by this Agreement in respect of such occasional teaching employment.

### Representation

- 2.04 At any further negotiations for the renewal of this Agreement the Board shall recognize and meet with up to five (5) members of the Negotiating Committee of the Union. This Negotiating Committee must include the President of the Occasional Teachers' bargaining unit and may include the Chief Negotiator of O.S.S.T.F., District 19.
- 2.05 a) The Union shall notify the Board, in writing, as to the members of its Unit Executive, Negotiating Committee, Grievance Committee, and Liaison Committee, or other Committee, as applicable. The Board shall not be required to recognize any person as such a Committee or Executive member until so notified.
- b) The Board shall notify the Union as to the members of its Negotiating Committee, Liaison Committee and Grievance Committee.

ARTICLE 2 - RECOGNITION (CONTINUED)

Representation (Continued)

- 2.06 a) The members of the Union's Negotiating Committee, Grievance Committee, Liaison Committee or Union Executive shall not leave their regular duties as an Occasional Teacher without first obtaining the permission of the Occasional Teacher's principal or designate. Permission for such leave shall not be unreasonably withheld.
- b) It is understood that the Committee members will not absent themselves from their regular duties unreasonably.
- c) The Board shall not be obligated to pay a Committee member in respect of such absences, but shall pay the replacement for any such Committee member where it determines that a replacement is necessary in respect of any such absences.
- d) However, the Board shall pay such Committee members for attendance at other meetings (excluding negotiation, conciliation, mediation, grievance or arbitration meetings) held during the regular school day, which are initiated by the Board.
- 2.07 The Union shall appoint one of its members as a delegate to the Instructional Programs/Curriculum Committee of the Board. Such a delegate shall have the right to:
- a) receive all material published for general distribution which will be made available to the Instructional Programs/Curriculum Committee;
- b) make comment about matters relevant to Secondary Occasional Teachers; and
- c) ask questions which might arise from briefs, reports and delegations coming before the Instructional Programs /Curriculum Committee.
- 2.08 Both the Board and the Bargaining Unit have the right to authorize any advisor, counsel or solicitor, or their duly appointed representatives, to assist, advise or represent them in all matters pertaining to this Collective Agreement.

ARTICLE 2 - RECOGNITION (CONTINUED)

Representation (Continued)

- 2.09 Unless otherwise specifically indicated in this Agreement, all correspondence between the parties arising out of, or in connection with, this Agreement shall pass to and from the Director of Human Resources Support Services or designate, and the President of the Bargaining Unit.
- 2.10 The Board agrees to provide the Bargaining Unit an opportunity to provide input prior to the implementation of any new or amended Board policies which may impact the working conditions of Secondary Occasional Teachers.

### ARTICLE 3 - DEFINITIONS

- 3.01 "Occasional Teacher" means an "Occasional Teacher" as defined in the Education Act, Definitions, S.1 (1.1), as amended from time to time, and is a member in good standing of the Ontario College of Teachers and who is in the bargaining unit covered by this Agreement.
- 3.02 "Short Term Occasional Teacher" means any secondary Occasional Teacher who is not a "Long Term Occasional Teacher".
- 3.03 a) Subject to Article 3.03 (b), "Long Term Occasional Teacher" means a secondary Occasional Teacher with whom the Board has entered into a "Long Term Occasional Teacher Agreement" and who is required to teach for a period of more than twelve (12) consecutive instructional days as a replacement for the same absent permanent or probationary teacher. "Long Term Occasional Teacher assignment" shall have a like meaning.
- b) i) The twelve (12) consecutive days referred to in Article 3.03 (a) are deemed to be broken when an absence is initiated by the Occasional Teacher or when the assignment is completed.
- ii) Notwithstanding Article 3.03 b) i), the twelve (12) consecutive days referred to in Article 3.03 a) shall not be broken when an Occasional Teacher is absent as a result of a death of an immediate family member as determined in Article 17.01 a) or b) or an absence due to inclement weather as determined by the Board's procedures or an absence due to Federation Leave in accordance with 2.06.
- 3.04 "Days" means instructional days, unless otherwise specifically provided. "Instructional days" shall be those designated each school year by the Board and do not include professional activity days or paid holidays.
- 3.05 "Unit" or "Bargaining Unit" means the Peel Secondary Occasional Teachers' Bargaining Unit of District 19 – Peel of the Ontario Secondary School Teachers' Federation (OSSTF).

ARTICLE 3 – DEFINITIONS (CONTINUED)

- 3.06 "Board" shall refer to the Peel District School Board, or its predecessor "The Peel Board of Education".
- 3.07 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.



#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its Administration.
- 4.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any Occasional Teacher to lodge a grievance under the grievance procedures herein provided for, the Occasional Teachers and the Union recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign, or layoff;
  - b) suspend with or without pay, remove an Occasional Teacher from the Occasional Teacher List, discharge or otherwise discipline a non-probationary Occasional Teacher for just cause; and suspend with or without pay, remove from the Occasional Teacher List, discharge or otherwise discipline a probationary Occasional Teacher for any reason at the sole discretion of the Board provided the Board does not act in a discriminatory manner;
  - c) plan and direct the nature and quality of teaching programs, the number of teachers to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of teaching and instruction, and such other duties and responsibilities of the Board as are outlined in the statutes and regulations pertaining to education in the Province of Ontario; and
  - d) to make, enforce, and alter from time to time, rules, regulations and policies governing Occasional Teachers which do not conflict with any provisions of this Collective Agreement.
- 4.03 The Board agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement or governing statutes, and the express provisions of this Agreement and any governing statutes constitute the only limitations upon the Board's rights.

ARTICLE 5 – PROBATIONARY PERIOD

5.01 Newly hired Occasional Teachers shall serve a probationary period of forty (40) days taught within the Bargaining Unit, within a two (2) year period. At the conclusion of a successful probationary period, the Board shall affirm the position of the Occasional Teacher as non-probationary.

## ARTICLE 6 – UNION SECURITY

- 6.01 During the term of this Agreement the Board agrees to deduct, from each pay cheque of each Occasional Teacher, the Union dues and Bargaining Unit levy as certified by the Union to be currently in effect according to the constitution and by-laws of the Union. The Union shall notify the Board in writing, not less than thirty (30) days in advance, as to the amount of the Union dues and Bargaining Unit levy currently in effect according to its constitution and by-laws.
- 6.02 a) The amount deducted in accordance with Article 6.01, other than the Bargaining Unit levy, shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the fifteenth (15<sup>th</sup>) day following the month in which the deductions were made. A copy of the list accompanying the remittance to O.S.S.T.F. shall also be sent electronically to the Treasurer of the Occasional Teachers' Bargaining Unit.
- b) The Bargaining Unit levy deducted in accordance with Article 6.01 shall be remitted to the Treasurer of the Occasional Teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation - District 19, no later than the Tuesday following the day in which the deductions were made. Such remittance shall be accompanied by an electronic list identifying the names of the Occasional Teachers who have paid a Bargaining Unit levy for that pay period, as well as a cumulative total for the calendar year.
- 6.03 Should the Board be eligible for an Employment Insurance Premium Reduction, the Board shall pay, in accordance with the Employment Insurance Act and regulations, the employee's portion of the premium reduction to the Treasurer of the Occasional Teachers' Bargaining Unit on or before March 1st of each year.
- 6.04 The Union shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.

ARTICLE 6 – UNION SECURITY (CONTINUED)

6.05 The Board shall provide the Union, by the fifteenth (15<sup>th</sup>) day of each month, with the names of all new Occasional Teachers added to the Occasional Teacher List during the previous month. The Board shall provide a newly-hired Occasional Teacher with such information regarding the Union as the Board and Union may agree are appropriate.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 a) The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike, as those terms are defined under the Labour Relations Act, so long as this Agreement continues to operate.
- b) No Teacher shall be expected to perform duties carried out by Non-Teacher employees of the Board should such employees be involved in strike action against the Board.

ARTICLE 8 – NO DISCRIMINATION

- 8.01 Neither the Board, the Union, the Bargaining Unit nor the Occasional Teacher shall discriminate in their employment against any employee of the Board on any ground prohibited by the Ontario Human Rights Code or the Ontario Labour Relations Act.
- 8.02 The Board, the Union, the Bargaining Unit and the Occasional Teacher recognize that an Occasional Teacher has a right to freedom from sexual harassment in the workplace and any other form of harassment in the workplace prohibited by the Ontario Human Rights Code.
- 8.03 The Board, the Union, and the Bargaining Unit recognize that they all have a duty to accommodate individuals in accordance with the Ontario Human Rights Code and hereby confirm their agreement to comply with such obligations.

ARTICLE 9 - OCCASIONAL TEACHER LIST

- 9.01 "Occasional Teacher List" means a list of all Occasional Teachers in the bargaining unit who meet the requirements of Article 9.02 and who are qualified to teach in the Board's secondary panel. A separate list shall be maintained of all unqualified employees who have been hired to teach on a short term occasional basis.
- 9.02 To be eligible for inclusion on the Occasional Teachers List, an Occasional Teacher must be qualified to teach in Ontario and maintain membership in good standing in the Ontario College of Teachers, unless otherwise permitted by the Board in an emergency case.
- 9.03 The Occasional Teacher List shall show the names, addresses and telephone numbers of such Occasional Teachers, and the subjects which the Occasional Teacher is qualified to teach. On, or about October 15<sup>th</sup> and February 28<sup>th</sup> of each year, the Board shall provide the Bargaining Unit President with the current Occasional Teacher List. It is understood and agreed that the addresses and telephone numbers of any Occasional Teacher who objects to the release of such information shall be deleted from the copy of the list provided to the Bargaining Unit President.
- 9.04 At the time an Occasional Teacher is accepted for inclusion on the Occasional Teacher List, the Occasional Teacher must select, from among the geographic areas designated as available by the Board, geographic areas and schools within which the Occasional Teacher wishes to accept occasional teaching assignments. Such Occasional Teachers shall then be placed on the sub-list for that designated geographic area. Notwithstanding the Occasional Teacher's selection of a particular geographic area or areas, or particular schools, the Board may request an Occasional Teacher to work in another geographic area or school if required.
- 9.05 It is the responsibility of each Occasional Teacher to notify the Human Resources Services Department of the Board, in writing or by fax, of any change of address or change of telephone number needed to contact the Occasional Teacher regarding teaching assignments.

ARTICLE 9 - OCCASIONAL TEACHER LIST (CONTINUED)

- 9.06 An Occasional Teacher who because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for 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 such Occasional Teacher must make 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 becoming unavailable for such reasons shall inform the appropriate human resources officer of the Board of the date of commencement of and return from the period of unavailability.
- 9.07 The Board will forward to each Occasional Teacher, before April 30th of each year, the Occasional Teacher re-listing form. An Occasional Teacher shall be deemed to be removed from the Occasional Teacher List if:
- i) the Occasional Teacher does not teach for the Board in this Bargaining Unit for a minimum of one (1) day in one (1) school year; or
  - ii) the Occasional Teacher fails to return the re-listing form by May 31<sup>st</sup>; or
  - iii) the Occasional Teacher resigns; or
  - iv) the Occasional Teacher is discharged by the Board and the Occasional Teacher is not reinstated through the grievance and arbitration procedures.

If subsequently re-hired, such a person shall be required to again complete the probationary period provided for in this Agreement.



ARTICLE 10 – JOB OPPORTUNITIES

10.01 Short Term Teaching Assignments

- a) When the Board determines to fill a short term vacancy, created by the absence of a regular teacher, the Board shall make every effort to secure a qualified Occasional Teacher unless the vacancy is filled by a regular teacher.
- b) It is understood that a vacancy will be filled by an unqualified individual only in accordance with the Education Act.

10.02 a) Long Term Occasional Teacher Positions

- i) On a yearly basis each Occasional Teacher on the Occasional Teacher List shall be given the opportunity to indicate whether the teacher is available for Long Term Occasional Teacher positions.
- ii) The Board shall give first consideration to Occasional Teachers who have indicated that they are available for Long Term Occasional Teacher positions and who have the required qualifications for the Long Term Occasional position being advertised. This clause shall apply to those positions for which the Principal is aware at least three (3) weeks in advance.

b) Probationary Teaching Assignments

- i) The Board shall review and consider, but shall not be limited to, Occasional Teachers who have applied for regular probationary teaching assignments in the secondary panel.
- ii) Occasional Teachers will have the opportunity to apply for Secondary probationary teaching assignments that appear in the last internal posting prior to the vacancies being posted externally.

ARTICLE 10 – JOB OPPORTUNITIES (CONTINUED)

10.03 Job Postings - Long Term Occasional

Long Term Occasional Teacher vacancies, which the Board intends to fill, shall be identified and the following shall occur:

- a) If the vacancy is known at least three (3) weeks prior to the start date, the vacancy is:
  - i) distributed to the schools and the Bargaining Unit via E-mail and posted for 3 days in each location.
  - ii) available to the Occasional Teacher through a voice message system.
  
- b) If there is less than 3 weeks notice of a long term vacancy, the Principal will be provided with the names of qualified Occasional Teachers from the central data base in accordance with Article 10.02 a) i) and ii).

ARTICLE 11 – WORKING CONDITIONS

11.01 The Principal shall make every effort to assign the Occasional Teacher a timetable as close to that of the absent teacher as possible, subject to the workload limitations of the regular teacher except in extenuating circumstances.

ARTICLE 12 – HEALTH AND SAFETY

- 12.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and the promotion of safety and health in the Board's facilities, having regard for the Occupational Health and Safety Act.
- 12.02 Where an Occasional Teacher knows of a hazard that may endanger the Occasional Teacher or another worker, or knows of a contravention of the *Occupational Health and Safety Act* or the regulations, the Occasional Teacher shall report it to the Principal. Copies of any such report shall also be provided to the Board's Supervisor of Health and Safety and the Occasional Teachers' representative on the Joint Health and Safety Committee.
- 12.03 The Principal upon receipt of such a report, shall promptly investigate, or arrange for the investigation of the hazard or contravention reported. The Principal or the designated investigator shall notify the Occasional Teacher, the Occasional Teachers' representative on the Joint Health and Safety Committee and the Board's Health and Safety Officer of the findings resulting from the investigation.
- 12.04 Violence shall be defined as any incident in which an Occasional Teacher is intimidated, threatened, or assaulted.
- 12.05 In accordance with its legislated responsibilities, the Joint Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace. The Board agrees to have in place policies and procedures to deal with violence, including the prevention of violence and the management of violent situations.

ARTICLE 13 – PERSONNEL FILES

- 13.01 a) Only one official employee record file (hereinafter referred to as the “file”) shall be kept for each Occasional Teacher in the Human Resources Services Department at the H.J.A. Brown Education Centre.
- b) An Occasional Teacher shall have reasonable access to the Occasional Teacher’s own file. It shall be available and open to the Occasional Teacher for inspection in the presence of a Board Human Resources Department officer upon reasonable notice during the regular working hours of the department.
- c) If an Occasional Teacher disputes the accuracy of information of a disciplinary or negative nature in the file the Occasional Teacher may make a written request to the Superintendent of Human Resources Support Services, stating the alleged inaccuracy. Such request must be made within fifteen (15) days of the date the Occasional Teacher becomes aware or ought reasonably to have become aware of the document. The Superintendent may in his or her sole discretion confirm or amend the information in the file and shall notify the Occasional Teacher in writing of the decision. Such decision shall be provided within thirty (30) days of the Occasional Teacher's request. Where the Board amends such information, at the request of the Occasional Teacher the Board shall attempt to notify members of its staff who received the inaccurate document, by providing them with an amended copy.
- d) An Occasional Teacher may request the removal of documents in the Occasional Teacher's personnel file that are of a disciplinary nature after two (2) years has expired following issuance of the document. Such a request shall be made in writing to the Superintendent of Human Resources Support Services, who shall consider the request in his or her sole discretion. The Superintendent of Human Resources Support Services shall notify the Occasional Teacher in writing of the decision.

13.02 Criminal Record Checks

The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of the *Education Act*, or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner.

ARTICLE 14 - MISCELLANEOUS

14.01 Travel Allowance

Occasional Teachers shall be paid travel allowance in accordance with Board Policy #40 as amended from time to time.

14.02 Collective Agreement

The Board shall provide each Occasional Teacher with a copy of the current Collective Agreement. The cost of printing will be shared equally between the Board and the Union.

ARTICLE 15 - EMPLOYEE BENEFITS

- 15.01 a) The Board shall pay on behalf of each Long Term Occasional Teacher employed on a Long Term Occasional Teacher Agreement with a term of four (4) months or more, upon application being made by the teacher, one hundred percent (100%) of the premium cost of the extended health benefits and semi-private coverage, and dental plan insurance. Such premium contributions shall continue until the expiry of the said Long Term Occasional Teacher Agreement.
- b) If an Occasional Teacher has paid their own benefit costs, for the benefit programs outlined in 15.01 a), from the beginning of a Long Term Occasional Teaching Assignment and the assignment extends to four (4) months or more, the Board shall pay the premiums retroactive to the beginning of the Long Term Occasional Teaching Assignment.
- 15.02 An Occasional Teacher may, upon application, participate in the Board's Extended Health and Dental plans, provided that:
- a) the employee assumes the full cost of the premiums, including the applicable administration fees payable to the Board; and
- b) the employee pays such premiums and administration fees in advance, in accordance with the Board's procedures.



ARTICLE 16 - SICK LEAVE

- 16.01 Upon the effective date of a Long Term Occasional Teacher Agreement the teacher shall be entitled to sick leave credits in accordance with the following provisions of this Article. The Sick Leave Plan shall be subject to the final authority of the Board, the administration being vested in the Director of Education.
- 16.02 An eligible Long Term Occasional Teacher shall be credited with two (2) days of sick leave for each complete month of teaching as a Long Term Occasional Teacher. Such credits may be accumulated to a maximum of three hundred (300).
- 16.03 Sick leave credits accumulated under this Agreement may be added to sick leave credits accumulated as a teacher under the Board's collective agreements covering its regular, permanent and probationary Elementary or Secondary Teachers in the bargaining units defined in Section 277.3(1), paragraphs 1 and 3 of the Education Act. However, the cumulative total of sick leave credits shall not exceed three hundred (300).
- 16.04 The sick leave credits accumulated by each Long Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. A Long Term Occasional Teacher who is absent for a period of five (5) consecutive days or more for reasons of illness or injury shall file with the appropriate official a certificate from a duly qualified medical practitioner or licentiate of dental surgery, stating the reason for the absence and the employee's fitness to resume duties. For illness of less than five (5) days duration an employee shall be required to file a medical certificate only if such certificate is requested by the appropriate official of the Board.
- 16.05 There shall be no payment made by the Board, other than in accordance with Article 16.04, to any teacher in respect of unused sick leave credits accumulated while employed as a Long Term Occasional Teacher.

## ARTICLE 17 - LEAVES OF ABSENCE

### Bereavement Leave

17.01 The Board shall provide paid leave, without loss of sick leave credits, to Long Term Occasional Teachers, as follows:

- a) Up to three (3) days paid leave in the event of the death of the teacher's spouse, parent, mother-in-law, father-in-law, child, step-child, brother or sister;
- b) Up to two (2) days paid leave in the event of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, or grandchild;
- c) Up to one (1) day paid leave in the event of the death of a relative not mentioned above or close personal friend;
- d) Quarantine – Period required by the Medical Officer of Health;
- e) Long Term Occasional Teachers shall not be paid pursuant to this Article for Saturdays, Sundays, school holidays, while on leave of absence, or for any other period during which they would not have worked.

### Jury Duty or Subpoena

17.02 A Long Term Occasional Teacher who is selected for service as a juror or is required by subpoena to appear in Court as a witness in any proceeding in which the Occasional Teacher is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment the teacher receives as a juror or witness, exclusive of payments for reimbursement of expenses.

### Pregnancy/Parental Leave

17.03 Pregnancy and parental leave for a Long Term Occasional Teacher shall be in accordance with the Employment Standards Act for the period of time that the pregnancy/parental leave falls within the period of the Long Term Occasional Teacher assignment.

ARTICLE 17 - LEAVES OF ABSENCE (CONTINUED)

Professional Development Days

- 17.04 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Development Day shall be required to participate in the scheduled activities and shall be paid for such day provided the teacher attends and participates.
- 17.05 Short Term Occasional Teachers shall be entitled to participate in the Board's Professional Development Days without pay. However, in the event a Short Term Occasional Teacher is required by the Board to attend a Professional Development Day, the teacher shall receive the normal rate of pay for the day.

ARTICLE 18 - RATES OF PAY

18.01 The Board shall pay, in respect of each day of employment with the Board in an Occasional Teaching assignment, the following rates of pay:

a) Short Term Assignments

i) Qualified

<u>Effective:</u>	<u>Basic Rate</u>	<u>Holiday Pay</u>	<u>Vacation Pay</u>	<u>Total</u>
September 1, 2004	157.85	4.74	6.31	168.90
September 1, 2005 (One Time Special Provincial Relativity Adjustment of \$10.00)	167.85	5.04	6.71	179.60
September 1, 2005	171.21	5.13	6.85	183.19
September 1, 2006	174.63	5.24	6.98	186.85
February 1, 2007	176.38	5.29	7.06	188.73
September 1, 2007	179.55	5.39	7.18	192.12
February 1, 2008	182.06	5.46	7.28	194.80

ii) Unqualified

<u>Effective:</u>	<u>Basic Rate</u>	<u>Holiday Pay</u>	<u>Vacation Pay</u>	<u>Total</u>
September 1, 2004	94.71	2.84	3.79	101.34
September 1, 2005	96.60	2.90	3.86	103.36
September 1, 2006	98.53	2.96	3.94	105.43
February 1, 2007	99.52	2.99	3.98	106.49
September 1, 2007	101.31	3.04	4.05	108.40
February 1, 2008	102.73	3.08	4.11	109.92

ARTICLE 18 - RATES OF PAY (CONTINUED)

18.01 b) Long Term Occasional Teachers

- i) A Long Term Occasional Teacher shall be paid in accordance with the salary grid in effect from time-to-time pursuant to the Board's Collective Agreement covering regular Secondary Teachers in the bargaining unit defined in Section 277.3(1), para. 3 of the Education Act, less an amount equivalent to the total of vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under the applicable legislation. A copy of the salary grid shall be made available to Secondary Occasional Teachers when they are signed on to a Long Term Occasional Teacher assignment.
- ii) Payment on the aforesaid Board/OSSTF, District 19 salary grid shall be retroactive to the first day of the Long Term Occasional Teacher's Agreement and shall remain in effect until the termination of the said Agreement or the assignment thereunder.
- iii) The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in paragraph (i) above.
- iv) Placement on the aforesaid salary grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching and related experience and category placement as of the date of the Long Term Occasional Teachers' Agreement, in accordance with Article 24.03 and 24.04, of the aforesaid Secondary Teachers' Collective Agreement between the Board and OSSTF, District 19.

ARTICLE 18 - RATES OF PAY (CONTINUED)

18.01 b) Long Term Occasional Teachers (Continued)

- v) Recognized teaching experience for the purpose of the foregoing means previous school teaching experience approved by the Board in accordance with Article 24.04 of the aforesaid Secondary Teachers' Collective Agreement.
- vi) It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with his/her Qualifications Rating Statement and any supporting documents.

18.02 It is agreed by the parties that the terms of this Collective Agreement provide to all employees covered by it, rights or benefits regarding holidays and vacation pay which are equal or greater than the minimums provided under the Employment Standards Act.

18.03 The direct deposit payroll method will apply to bargaining unit employees.

ARTICLE 19 - REPORTING PAY

- 19.01 An Occasional Teacher who has been called in for a teaching assignment of one (1) day or less and who reports for work at the scheduled starting time shall, where an error has been made on the part of the Board and the scheduled work is not available, be assigned not less than one-half (1/2) day of any work that is available at the rate of pay applicable to the original assignment or, if no work is available, shall receive one-half (1/2) day's pay at the rate applicable to the original assignment.
- 19.02 This provision shall not apply if the Occasional Teacher is notified of the error at least two (2) hours prior to the commencement of the assignment, nor if the lack of work is caused by reason of a strike, power failure, fire, flood, plant breakdown or other conditions beyond the control of the Board.

ARTICLE 20 - LIAISON COMMITTEE

20.01 The Board and the Union shall participate in a Liaison Committee composed of up to three (3) representatives appointed by each party, which shall meet when required to attempt to solve problems or issues arising during the term of this Agreement. The Committee shall have such additional resources as the parties may agree are required.



## ARTICLE 21 - GRIEVANCE PROCEDURE

### 21.01 Definitions

The following definitions shall apply in this Article:

- a) 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.
- b) A "party" shall be defined as:
  - 1) the Union; or
  - 2) the Board.
- c) In this Article, "days" shall mean instructional days unless otherwise indicated.
- d) A "supervisor" shall mean Principal or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

### 21.02 Informal Stage

If an Occasional Teacher is unable to resolve a complaint informally, the Occasional Teacher may with the concurrence of the Union initiate a complaint with his/her supervisor who shall answer the complaint in writing (if requested) within ten (10) days of receipt of the complaint. The problem must be brought to the attention of the supervisor within fifteen (15) days after the Occasional Teacher becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to the complaint.

ARTICLE 21 - GRIEVANCE PROCEDURE (CONTINUED)

21.03 Formal Stage

a) If the Occasional Teacher is not satisfied with the decision regarding the complaint then the Union may within ten (10) days take the matter up as a grievance in the following manner and sequence:

b) Step 1

The Union may initiate a written grievance with the Superintendent of Education through the Superintendent of Human Resources Support Services. The Superintendent of Education may convene a meeting with the grieving Occasional Teacher and a representative of the Union and such others as the Superintendent of Education requires within ten (10) days of receipt of the grievance. The decision, in writing, to the Union shall be rendered within ten (10) days following the meeting.

The grievance shall contain:

- 1) a description of how the alleged dispute is in violation of the Agreement;
- 2) a statement of the facts to support such grievance, including the specific Article(s) violated;
- 3) the remedy sought; and
- 4) the signature of the President of the Union or designate.

Notwithstanding the above and where the Union and the Board agree that it is appropriate, a grievance may proceed directly to Step 2, Step 3, or Step 4.

ARTICLE 21 - GRIEVANCE PROCEDURE (CONTINUED)

Formal Stage (Continued)

21.03 c) Step 2

If the reply of the Superintendent of Education is unacceptable to the Union, a written request will be made within ten (10) days to the Superintendent of Human Resources Support Services or designate. The Superintendent of Human Resources Support Services, or designate, may convene a meeting with a representative of the Union. The decision, in writing, shall be rendered to the Union within ten (10) days of the receipt of the grievance.

d) Step 3

If the reply of the Superintendent of Human Resources Support Services, or designate, is not acceptable to the Union, a written request will be made within ten (10) days to the Board's Grievance Committee through the Director of Human Resources Support Services. The Board's Grievance Committee shall meet within twelve (12) days to deal with the grievance. The decision, in writing, to the Union shall be rendered within ten (10) days following the meeting. The Grievor may attend the Step 3 grievance meeting.

e) Step 4

If the reply of the Board's Grievance Committee is unacceptable, the Union may then apply for Arbitration within ten (10) days of the receipt of the reply.

21.04 a) A complaint or grievance arising directly between the Board and the Union must be initiated by either the Board or the Union commencing with Step 2 within ten (10) days of the occurrence complained of.

b) A complaint or grievance arising directly between the Board and the Union on behalf of a retired or deceased member must be initiated by either the Board or the Union commencing with Step 2.

ARTICLE 21 - GRIEVANCE PROCEDURE (CONTINUED)

Formal Stage (Continued)

21.05 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may select 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.

## ARTICLE 22 - ARBITRATION

- 22.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference to arbitration in accordance with Step 4 of the Grievance Procedure. A notice of referral to arbitration shall contain the name of the party's appointee to an arbitration board. The recipient party shall, within five (5) days, inform the other party of its appointee to the arbitration board.
- 22.02 The two appointees so selected shall, within five (5) days of the appointment of the second of them, or within a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair within the time provided, the appointment shall be made by the Minister of Labour upon the request of either party.
- 22.03 A single arbitrator may be proposed by either party and if the parties agree that the grievance should be decided by a single arbitrator, this Article shall apply with necessary modifications.
- 22.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 22.05 The arbitrator or arbitration board, as the case may be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.
- 22.06 Each of the parties hereto will bear the expenses of its appointee to an arbitration board. The parties will jointly share the expenses of the Chair or an arbitration board or a sole arbitrator, as the case may be. The decision of the majority of an arbitration board is the decision of the board but, if there is no majority, the decision of the Chair governs.

ARTICLE 23 - DURATION AND RENEWAL OF AGREEMENT

23.01 This Agreement shall be effective from September 1, 2004 and shall continue in full force up to and including August 31, 2008, and shall continue automatically thereafter for periods of one year unless either party notifies the other, in writing, not before ninety (90) days prior to the expiry date and not later than thirty (30) days prior to the expiry date, that it desires to negotiate with a view to renewal, with or without modification, of this Agreement.

If either party gives notice of its desire to negotiate amendments in accordance with this Article 23.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Collective Agreement, unless the parties agree otherwise, in accordance with the Ontario Labour Relations Act.

Dated and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

FOR THE BOARD

FOR THE UNION

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## LETTER OF INTENT

### RE: COMPUTER DISPATCH SYSTEM

At recent collective bargaining negotiations, the computer dispatch system was discussed. In particular, the following issues were raised by the Union:

- Total number of Occasional Teachers on the list
- Number of Occasional Teachers on a school's priority list
- Opportunities for Occasional Teachers to access all available jobs by calling directly into the system
- Other issues related to PAM and job opportunities for Occasional Teachers as identified by Liaison Committee members

The Board and the Union agree to refer these issues regarding the computer dispatch system to a Liaison Committee meeting to be scheduled in November 2005.

LETTER OF INTENT

RE: OCCASIONAL TEACHER LIST

At recent collective bargaining negotiations, the occasional teacher list was discussed. The Board agreed to inform the President of the Bargaining Unit when it is the intention of the Board to advertise for, or increase, the Secondary Occasional Teachers' List.



## LETTER OF INTENT

### RE: ELECTRONIC JOB POSTINGS

At recent collective bargaining negotiations, the parties discussed the issue of posting Long Term Occasional Teacher vacancies on the intranet, to eliminate the requirement for hard copy postings. The parties agreed to refer the issue to the Liaison Committee.

Any changes to procedures outlined in Article 10.03 shall only be implemented with the mutual consent of the parties.

## LETTER OF INTENT

### RE: RE-LISTING FORMS

At recent collective bargaining negotiations, the parties discussed the issue of the re-listing forms and the timing for re-listing. The parties agreed to refer the issue to the Liaison Committee.

## LETTER OF INTENT

### RE: WORKING CONDITIONS

At recent collective bargaining negotiations, the Bargaining Unit raised concerns with respect to Article 11.01 of the Collective Agreement regarding the assignment of Occasional Teachers when replacing regular teachers. The parties agreed to establish, within thirty (30) days of the request of the Bargaining Unit, a committee comprised of two (2) representatives of the Bargaining Unit and the Associate Director of Instructional Support Services and the Director of Human Resources Support Services, plus appropriate resources, to discuss these concerns, including what constitutes "extenuating circumstances" under Article 11.01. The committee will report, with any recommendations, to the Board and the Bargaining Unit.

## LETTER OF INTENT

### RE: GOVERNMENT SALARY RE-OPENER

If the Provincial government provides to the Board additional funding specifically for the Secondary Occasional Teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out above), then the salaries for that year or those years shall be increased as follows:

The government has undertaken to provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

- If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5% then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the province's tax revenues in the 2006-07 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-07 school year is higher than 3.0% then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

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