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EFF.	98	09	01
TERM.	00	08	31
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	150		

COLLECTIVE AGREEMENT

between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(hereinafter called the "OSSTF")

Representing

The Secondary Occasional Teachers of District 14, of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called "District 14, OSSTF")

and

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")

September 1, 1998

to

August 31, 2000

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ARTICLE 1 PURPOSE

1.01 It is the desire of the parties to specify within this Collective Agreement the terms and conditions under which occasional teachers covered by this Agreement are employed and the salary, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every occasional teacher who is on the Employer's roster of occasional teachers who may be assigned to a secondary school.

2.02 The Employer recognizes the negotiating team of District 14, OSSTF as the agent authorized to negotiate on behalf of OSSTF.

2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.

ARTICLE 3 RIGHTS AND RESPONSIBILITIES

3.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and OSSTF agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the province of Ontario.

3.02 Just Cause

No occasional teacher shall be discharged, demoted or disciplined except for just cause. In the event of the discharge of a probationary occasional teacher, the single Arbitrator or the Board of Arbitration shall apply a lesser standard than would apply for an occasional teacher who has completed the probationary period.

3.03 Obligation

The parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms

or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the OSSTF.

3.04 Teacher Evaluation

Formal/Summative evaluation of teachers shall be made only upon forty- eight (48) hours notice to the teacher involved.

3.05 Personnel File

—A teacher, upon written request shall have access to that teacher's personnel file in the presence of a supervisory officer or designate. The teacher shall have the right to obtain copies of any material contained in such files. A teacher shall have the right to place material in the teacher's personnel file in response to any adverse report.

3.06 Board Policies and Procedures

Copies of new Board Policies and Procedures and updates of current ones shall be forwarded to the president of District 14, OSSTF within thirty (30) days.

3.07 No Strike or Lock-Out

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

3.08 Retirement Date

Retirement date shall be June 30 following the teacher's sixty-fifth (65th) birthday. However, should the teacher's sixty-fifth (65th) birthday fall in July or August, the retirement date shall be June 30 immediately prior to this birthdate. Notwithstanding the foregoing, the Employer reserves the right to employ an occasional teacher beyond the age of sixty-five (65).



3.09 Copies of Collective Agreement

New teachers shall receive a copy of the Collective Agreement from the Employer when they are hired as an occasional teacher and placed on the occasional teacher list.

3.10 Statistics

Upon written request the Employer will provide to District 14, OSSTF, statistical data and information relevant for the negotiation and administration of this Collective Agreement. With regard to any information provided to the District concerning its members, either individually or collectively, District 14, OSSTF, shall save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The District agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

3.11 Representation

When a Principal or Supervisor calls an occasional teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the occasional teacher about the nature of the meeting. For such a meeting the occasional teacher is entitled to OSSTF representation.

ARTICLE 4 DURATION AND RENEWAL

4.01 This Collective Agreement shall be in effect from ~~September 1, 1998~~ and shall continue in force up to and including August 31, 2000 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Collective Agreement, in accordance with the Ontario Labour Relations Act.

4.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to Clause 4.01 or within such further period as the parties agree upon.

4.03 Changes can be made to this Collective Agreement with the mutual written consent of the parties. The OSSTF consent is subject to ratification by its membership.

4.04 This Collective Agreement shall supersede all such prior Collective Agreements between the parties and shall form the basis for the determination of all salaries and other conditions defined herein.

ARTICLE 5 FEDERATION FEES

5.01 On each pay date for which an occasional teacher receives a pay, the Employer

shall deduct from each occasional teacher the OSSTF dues and any levy chargeable by OSSTF. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

5.02 The OSSTF dues deducted in Clause 5.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, and the amounts deducted.

5.03 Any levy authorized by OSSTF and directed to the Occasional Teacher Branch of District 14, OSSTF shall be deducted and remitted to the Treasurer of District 14, OSSTF no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the occasional teachers, their S.I.N. numbers, and the amounts deducted.

5.04 OSSTF and/or the Occasional Teacher Branch of District 14, OSSTF, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and remitted to OSSTF and/or the Occasional Teacher Branch of District 14, OSSTF.

ARTICLE 6 PROBATIONARY PERIOD

6.01 An occasional teacher shall be considered to be a probationary occasional teacher for the first thirty (30) days worked.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Definitions

a) A “grievance” is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether or not a matter is arbitrable.

b) A “party” shall be defined as:

- i) District 14, OSSTF,
- ii) The Employer

c) "days" shall mean regular work days unless otherwise indicated

7.02 An occasional teacher shall have the right to have present a representative from OSSTF to assist the occasional teacher at any stage in this grievance and arbitration procedure.

7.03 Procedure

Informal Stage:

Any dispute to be recognized as a grievance must first be discussed by the occasional teacher with the Principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, District 14, OSSTF may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One:

District 14, OSSTF may initiate a written grievance with the Superintendent of Human Resources, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement;
AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of District 14, OSSTF

Step Two:

If no settlement is reached at Step One, District 14, OSSTF, may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the OSSTF's Grievance Committee within ten (10) days of receipt of the written request of District 14, OSSTF to discuss and endeavour to solve the problem.

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

7.04 If the reply of the Employer's Grievance Committee is unacceptable to District 14,

OSSTF, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

7.05 Policy and Group Grievance

District 14, OSSTF has the right to file a policy grievance or group grievance on behalf of two or more occasional teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Employer has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that an Employer grievance shall be filed with the President of District 14, OSSTF and at Step Two, the Employer's Grievance Committee shall present its grievance to District 14, OSSTF's Grievance Committee.

7.06 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision on behalf of the parties and upon any occasional teacher or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not majority, the decision of the Chair governs.

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

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

penalties, and make whatever decision it considers just and equitable in the circumstances.

- 7.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.
- 7.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- 7.09 Should the processing or investigation of a grievance require that a grievor or District 14, OSSTF representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resources or designate.

7.10 Cost of Arbitration

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

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

ARTICLE 8 DEFINITIONS

- 8.01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the *Education Act* which may be amended from time to time.
- 8.02 " Long-term Occasional Teacher" shall mean a teacher who is required to teach for a period of thirteen (13) or more consecutive teaching days as a substitute for the same teacher.
- 8.03 "Casual Occasional Teacher" shall mean an occasional teacher who is not a long-term occasional teacher.
- 8.04 "List" means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as occasional teachers in the secondary panel.

ARTICLE 9 RATES OF PAY

- 9.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which occasional teachers are entitled under applicable legislation.
- 9.02 The daily rates of pay shall be as follows:

a) Casual Occasional Teacher - Qualified - until January 31, 1999 the rate that applied in the workplace in the 1997-98 school year shall apply; \$139.51 effective February 1, 1999; and \$140.21 effective September 1, 1999.

b) Casual Occasional Teacher - Unqualified - until January 31, 1999 the rate that applied in the workplace in the 1997-98 school year shall apply; \$109.11 effective February 1, 1999; and \$109.66 effective September 1, 1999.

c) A long-term occasional teacher shall be placed on the current Secondary Teachers' Salary Scale in accordance with the teacher's recognized teaching experience and category placement effective on the thirteenth (13th) consecutive day of teaching and retroactive to the first day the teacher began the long-term assignment.

9.03 An occasional teacher having been placed on a long-term work assignment involving a Professional Activity Day shall attend the Professional Activity Day. However, it is understood that the Professional Activity Day must fall between work assignment days in order to qualify for remuneration. It is further understood that in the case of a casual occasional teacher, a Professional Activity Day will be considered a non-teaching day, and as such will not constitute a break in continuous teaching days for purposes of qualifying as a long-term occasional teacher.

9.04 The continuous employment of a long-term occasional teacher shall be deemed to be unbroken in the event of an emergency school closure or inclement weather.

ARTICLE 10 WORKING CONDITIONS

10.01 The amount of instructional time assigned to a casual occasional teacher shall not exceed the maximum instructional time normally assigned to a full-time teacher.

10.02 It is understood that a casual occasional teacher may be offered an assignment for less than a full day. Payment for an assignment of less than a full day, shall be pro-rated as per the pro-rating for a regular teacher teaching the same instructional time.

10.03 The Employer shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours notice and the casual occasional teacher reports to work, then one-half (1/2) day of other teaching duties will be assigned for which the teacher will be paid.

10.04 Each occasional teacher shall have a daily scheduled interval between classes

for lunch break that is not less than forty (40) consecutive minutes free from regular, supervisory teaching or other assigned duties.

10.05 Vacancies

- a) A centralized job roster which is accessible by telephone will be provided.
Information contained in postings for vacant teaching positions and long-term occasional teaching positions will be recorded and available from the centralized job roster and posted in each secondary school during the school year.
- b) All qualified and eligible occasional teacher applicants who have completed the probationary period shall be granted an interview. However, when there are more than four **(4)** qualified and eligible occasional teacher applicants, principals may short-list to a minimum of four **(4)** applicants for interview purposes.
- c) The Employer will consider the written applications from occasional teachers who are currently on the List who are interested in full-time or part-time employment when it considers the applications of external candidates.

10.06 Early Dismissal

In the event of the early dismissal of students resulting from emergency conditions, an occasional teacher shall be paid for the remainder of the assignment.

10.07 Benefits

- a) Effective the first day of the month following the date of ratification, a long-term occasional teacher employed for an assignment of three (3) months or more may enrol in the Extended Health Care Plan. Such occasional teacher must notify the Human Resources Department of the Board of his/her intention to enrol in the Plan within twenty (20) days of becoming eligible. The Employer will pay 100% of the premium cost for occasional teachers who enrol in the plan.
- b) Effective the first day of the month following date of ratification, subject to eligibility requirements established by the carrier, any occasional teacher who has been on the occasional teachers' list for at least one (1) year may participate in the benefits package contained in article 8 of the Secondary Teachers' Collective Agreement limited to extended health, vision care, semi-private care and dental benefits, provided the occasional teacher pays 100% of the appropriate annual cost according to procedures determined by the Employer. The Employer reserves the right to establish a separate group for occasional teachers with premiums determined on the basis of participants in the group.

10.08 Leaves of Absence

- a) Subject to the approval of the Superintendent of Human Resources or designate, an occasional teacher shall be granted a leave of absence for more than two (2) weeks, up to and including one (1) school year, provided the occasional teacher is not disrupting a long-term occasional teacher assignment. During the leave, the occasional teacher's name shall be noted as "inactive" on the Secondary Occasional Teacher List.

Unless otherwise requested, the occasional teacher's name shall be returned to "active" on the Secondary Occasional Teacher List at the end of the leave.

- b) The Employer shall notify District 14, OSSTF, of all leaves granted and reinstatement of the teachers to the list.
- c) Where leave is granted to participate in Federation activities, such leave will not constitute a break in continuous teaching days for purposes of qualifying as a long-term occasional teacher.

10.09 Sick Leave

A long-term occasional teacher shall be credited with one (1) day sick leave on the thirteenth (13th) day of the long-term occasional teaching assignment and an additional one (1) day sick leave on the twentieth (20th) day of the assignment. Thereafter, one (1) day additional sick leave shall be credited for each ten (10) days subsequently completed in any long-term occasional assignment within the same school year.

10.10 Other Leaves of Absence for Long-term Occasional Teachers

a) Bereavement Leave

i) Leave of absence without loss of pay shall be granted to a maximum of three (3) working days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

ii) Leave of absence without loss of pay shall be granted to a teacher to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, or nephew.

b) Quarantine Leave

— Quarantine leave without loss of pay shall be granted to a long-term occasional teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

c) Jury or Witness Leave

Leave without loss of pay shall be granted to a long-term occasional teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the long-term occasional teacher is not a party or one of the persons charged, provided that the long-term occasional teacher pays to the Employer any fee, exclusive of travelling and living expenses, that the teacher receives as a juror or as a witness.

d) Personal Leave

A long-term occasional teacher may be granted two (2) days leave of absence without pay during the term of the occasional teacher's assignment

for the purpose of attending to personal needs. Arrangements for such leave shall be made with the Principal.

10.11 Administration

- a) There will be a maximum of one hundred and forty (140) occasional teachers on the Occasional Teacher List. If the Superintendent of Human Resources or designate determines that the number of occasional teachers available does not meet the needs of the system, additional occasional teachers may be added to the list following consultation with the president of the Occasional Teacher Branch of District 14, OSSTF.
- b) By June 1st of each year, each occasional teacher whose name is on the List shall be issued a request for confirmation of intent 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 on an occasional basis and their names shall be maintained on the list.
- c) No teacher's name shall be removed from the List because of unavailability due to pregnancy, long-term illness, or federation leave.
- d) An occasional teacher may be a member of more than one (1) teachers' bargaining unit.
- e) Except for leave of absence pursuant to this collective agreement, occasional teachers who did not teach at least one (1) day during the school year shall not receive a renewal form for the next school year.
- f) The Employer shall furnish to District 14, OSSTF, October 1 and February 1 the Occasional Teacher List stating who are available for occasional teaching assignments in secondary schools.
- g) All certified occasional teachers holding a Certificate of Qualification who are qualified in the subject discipline shall be called for a casual or long-term assignment before calling an unqualified person in a subject discipline.
- h) The Employer may temporarily add an occasional teacher's name to the Secondary Occasional Teacher List when an "active" teacher becomes listed as "inactive" by virtue of accepting a long-term occasional teacher assignment or by taking a Leave of Absence. At the completion of the long-term occasional teacher assignment or return from the Leave of Absence, the Employer will remove the occasional teacher's name from the List who was the temporary replacement.

- i) When an occasional teacher is employed on a Letter of Permission, District 14, OSSTF, shall be notified in writing within five (5) working days.
- j) When an occasional teacher substitutes for a teacher who is receiving travel allowance, the occasional teacher is entitled to the same travel allowance.
- k) An occasional teacher shall notify the Human Resources Specialist, Occasional Teachers, in writing, of any change of address and/or telephone number required by the Employer to contact the occasional teacher regarding teaching assignments.

10.12 Labour Management Committee

- a) During the life of this Collective Agreement up to three (3) representatives of the Executive of the Occasional Teacher Branch of District 14, OSSTF, and up to three (3) representatives of the Employer may meet to discuss matters of mutual concern. Such meeting(s) shall be established at the request of the President of the Occasional Teacher Branch of District 14, OSSTF, or the Superintendent of Human Resources.
- b) Occasional teachers who serve as representatives of the Occasional Teacher Branch of District 14, OSSTF on the Labour Management Committee shall be paid the appropriate rate of pay, when required to attend meetings which are called by the Employer and held during regular school hours.

10.13 Centralized Dispatch

The Employer and District 14, OSSTF, will jointly review the establishment of a centralized dispatching system for occasional teachers.

LETTER OF UNDERSTANDING

Between

Kawartha Pine Ridge District School Board

and

The Ontario Secondary School Teachers' Federation - District 14

representing

Occasional Teachers Employed by the Board
in the Secondary Panel

Use of Employer's Premises

The Employer agrees to be cooperative with the Occasional Teacher Branch of OSSTF - District 14 about carrying out District 14 business on the Employer's premises provided that no costs are incurred by the Employer. Request for use of the Employer's premises shall be made to the Superintendent of Human Resources or designate.

Dated January 19, 1999 at Peterborough, Ontario

Kawartha Pine Ridge District
School Board

Ontario Secondary School Teachers'
Federation - District 14

COLLECTIVE AGREEMENT

This Collective Agreement is made this

11th day of February, 1999

between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Representing

**The Secondary Occasional Teachers
of District 14, of the Ontario Secondary School Teachers' Federation
Employed by the Board**

And

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Chairperson of the Board

President, OSSTF, District 14

Director of Education

President, Occasional Teacher Branch of
OSSTF, District 14