

A COLLECTIVE AGREEMENT

between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the “Board”)

and

THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
representing
THE SECONDARY OCCASIONAL TEACHERS
DISTRICT 20 – HALTON
(hereinafter referred to as the “Bargaining Unit”)

Effective September 1, 2002
(unless otherwise indicated herein)

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ARTICLE 1 -PURPOSE

- 1.01 It is the intent of the parties and the purpose of this agreement to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.
- 1.02 The parties hereto recognize that the provisions of this Agreement are subject to, and accordingly modified by, applicable legislation.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The employer being the Halton District School Board (hereinafter referred to as the “Board”) recognizes the Ontario Secondary School Teachers’ Federation O.S.S.T.F. – Halton District 20 (hereinafter referred to as the “Bargaining Unit”) as the bargaining agent for all Occasional Teachers, as defined by the Education Act, employed by the Board in its secondary panel.
- 2.02 The Bargaining Unit will inform the Board from time to time of the persons authorized to act on behalf of the Bargaining Unit.
- 2.03 During the effective period of this Agreement, its terms, except for error or omission, shall be applicable to all Members of the Bargaining Unit of Secondary Occasional Teachers employed by the Halton District School Board.
- 2.04 The Parties recognize the right of each party to obtain assistance from advisors, agents or counsel to assist the party in matters pertaining to the negotiation of this Agreement. Each party shall be responsible for all fees and expenses incurred to provide for the service of its representatives.
- 2.05 An Occasional Teacher may be a Member of more than one Union and/or Bargaining Unit.
- 2.06 The parties agree that Letters of Agreement attached to this Collective Agreement form an integral part of the Agreement.

ARTICLE 3 - TERM OF AGREEMENT

- 3.01 This Agreement shall supersede all previous agreements. It shall form the basis for computing all salaries and other conditions defined herein.
- 3.02 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 from year to year 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 Labour Relations Act.
- 3.03 If either party gives notice of its desire to negotiate amendments in accordance with 3.02, the parties shall meet within fifteen (15) calendar days from the giving notice to commence negotiations for the renewal of the Agreement in accordance with the Labour Relations Act.
- 3.04 During the life of this Agreement any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.

ARTICLE 4 - IMPLEMENTATION

- 4.01 The salary paid to a Member by the Board that is covered by this Collective Agreement, shall be, except for error, or omission, in accordance with the terms and conditions of this Collective Agreement and any other payments or arrangements shall be deemed to be contrary to this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- 5.02 Without limiting the generality of the foregoing, the Board's rights shall include:
- a) the right to hire, assign, evaluate, promote, demote, retire and transfer employees, including the exercise of judgement as to requirements and qualifications;
 - b) the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;
 - c) the right to plan and control the teaching and other programs and activities of the Board; the right to determine: programs to be offered by the schools; job content and functions to be performed; the number of Occasional Teachers to be employed; the number of students to be allocated to a program; class size; subjects to be taught; the designation or establishment of departments or areas of study; the hours of school; the school year and the holidays to be observed, and such other aspects of the Board's jurisdiction as are outlined in the legislation and regulations pertaining to education in the Province of Ontario.
 - d) the right to make, change, and enforce reasonable rules and regulations governing the expectations of Occasional Teachers. The Board shall notify the President of the Occasional Teacher Bargaining Unit prior to effecting any major change in administrative procedures affecting Occasional Teachers.
- 5.03 No member shall be disciplined by way of demotion, dismissal, transfer, suspension or have salary withheld without just cause. The Occasional Teacher will be informed of such action in writing, by registered mail, with a copy to the Bargaining Unit President, in an expeditious manner. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the dismissal of probationary Occasional Teachers.

ARTICLE 6 – DEFINITIONS

- 6.01 "Board" shall mean the Halton District School Board and its predecessor board(s).
- 6.02 "Long Term Occasional Teacher" means an Occasional Teacher who is employed for more than twelve (12) consecutive instructional days as a replacement for one teacher.
- 6.03 "Member" means a Member of the Secondary Occasional Bargaining Unit employed by the Board.
- 6.04 "Occasional Teacher" shall mean an "occasional teacher" as defined in the Education Act as amended from time to time.
- 6.05 "Occasional Teacher List" means a list of all teachers qualified to teach in Ontario, including those on Letters of Permission, who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.

6.06 “Probationary Period” means that a newly hired Occasional Teacher will work a probationary period of thirty (30) instructional days.

Following the expiration of the probationary period and prior to working the fortieth (40th) instructional day, the Occasional Teacher must obtain a recommendation from a Secondary Principal before an Occasional Teacher is confirmed (or is not confirmed) as permanent. Once determined, his/her status would be retroactive to the thirty-first (31st) day.

6.07 “Secondary Teachers” shall mean the Secondary Teachers, other than Occasional Teachers, employed by the board in its secondary panel.

6.08 “Short Term Occasional Teacher” means an Occasional Teacher other than a Long Term Occasional Teacher.

6.09 “Bargaining Unit” means the Members of the Secondary Occasional Teachers’ Unit, Ontario Secondary School Teachers’ Federation District 20, who are employed by the Halton District School Board to replace an absent Teacher.

ARTICLE 7 – OCCASIONAL TEACHER LIST

7.01 Only those Occasional Teachers whose names are on the Occasional Teachers' List shall be called for Short Term and Long Term Occasional Teaching assignments. Should the Board be unable to fill a position from the Occasional Teachers' List, the Board may use uncertified Occasional Teachers to fill such vacancies in accordance with the Education Act.

7.02 The Board may, from time to time, add to the Secondary Occasional Teachers’ List, and the Bargaining Unit shall receive a list of the names, including Occasional Teachers on long term occasional contracts, monthly.

7.03 Upon written request, and up to three times per year, the Board will provide the Bargaining Unit with a set of mailing labels of those Occasional Teachers who are on the list. There shall be no cost to the Bargaining Unit for these labels.

7.04 The Secondary Occasional Teachers’ List shall provide the following information for each Occasional Teacher:

- a) Name, home address and home telephone number;
- b) Subjects qualified to teach in accordance with the Member’s Certificate of Qualification issued by the College of Teachers; and
- c) term of appointment, where it is known for long term occasional teachers.

7.05 Upon request, the Board shall give the Bargaining Unit a copy of the up-to-date list of Secondary Occasional Teachers.

7.06 Reactivation forms will be sent to each Occasional Teacher on the current List by June 1 of each year. Occasional Teachers on that List must confirm in writing to the Board by submission of a “reactivation form” prior to June 30 of each year their availability and willingness to teach on an occasional basis for the next school year. Reactivation forms shall also be available at the J. W. Singleton Education Centre.

- 7.07 a) In addition to clause 13.01, an Occasional Teacher's name shall be removed from the list if the teacher:
- i) is dismissed in accordance with Clause 5.03;
 - ii) resigns, or retires;
 - iii) is terminated pursuant to the Education Act and the Regulations;
 - iv) fails to notify the Human Resources Department by June 30th each year of his/her desire to remain on the list for the next school year;
 - v) is deemed unqualified by the College of Teachers;
 - vi) is offered and does not accept a minimum of ten (10) days within the previous school year, unless the Occasional Teacher is on an approved leave of absence.
- b) Prior to the removal of an Occasional Teacher's name from the List, the Board will inform the Occasional Teacher by mail stating the reasons for the removal. The President of the Bargaining Unit will receive a list of those names removed referred to in 7.07 a) iv, vi.
- c) Effective September 1, 2001, prior to a teacher's name being removed from the calling list of a secondary school, the principal will inform the Occasional Teacher, in writing, by registered mail, with a copy to the Bargaining Unit President, of the reasons for removal.

7.08 An Occasional Teacher shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

7.09 Should a period of sixty (60) consecutive instructional days elapse without the Occasional Teacher being called out for employment, the Member's name shall remain on the Board's List of Secondary Occasional Teachers unless removed in accordance with Clause 7.07.

Notwithstanding the foregoing, the Occasional Teacher shall not be considered to be a member of the Bargaining Unit following the elapse of sixty (60) consecutive instructional days unless or until called out for employment as an Occasional Teacher by the Board.

- 7.10 i) An Occasional Teacher who is on a Board approved leave of absence shall be indicated as "inactive" on the Occasional Teachers' List. The Occasional Teacher is responsible for deactivating his/her name from the absentee reporting and replacement information system (i.e. H.A.R.R.I.) for the duration of the leave.
- ii) Upon conclusion of the leave, it is the responsibility of the Occasional Teachers to inform the Board in writing of their availability and willingness to teach on an Occasional Basis. After receiving notice, the Board shall reactivate such Occasional Teachers on the list. It is the Occasional Teacher's responsibility to reactivate his/her name on the absentee reporting and replacement information system (i.e. H.A.R.R.I.), at the end of the leave period.

ARTICLE 8 – BARGAINING UNIT DUES, ASSESSMENTS AND LOCAL LEVIES

8.01 On each pay date on which a Member is paid, the Board shall deduct from each Member the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

- 8.02 The O.S.S.T.F. provincial dues deducted in 8.01 shall be remitted to the Treasurer of O.S.S.T.F., 60 Mobile Drive, Toronto, Ontario M4A 2P3 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 employees, their S.I.N. numbers, the number of days worked, salary for the period, and the amounts deducted.
- 8.03 O.S.S.T.F. and/or the Bargaining Unit agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such a mandatory deduction for the O.S.S.T.F. dues, assessments and local levies as specified above.
- 8.04 The amount to be deducted as identified above shall be a uniform percentage amount.
- 8.05 The Board shall provide to the Bargaining Unit, by September 15th each year, a letter stating the total number of Secondary Long Term Occasional teaching days and the total number of Secondary Short Term Occasional Teaching days, for the previous school year.

ARTICLE 9 - RATES OF PAY

- 9.01 i) The Board shall pay to Short Term Occasional Teachers in respect of each day of employment as an Occasional Teacher with the Board, the following rate of pay prorated for part day assignments:
 ii) The Salary Grid is inclusive of all vacation and statutory holiday payments required under the Employment Standards Act, as amended from time to time.

Secondary Daily Certified Teacher Rate

	<u>Daily Base Rate</u>	<u>Vacation Pay (4%)</u>	<u>Total</u>
September 1, 2002	\$147.25	\$5.89	\$153.14
August 31, 2003	\$147.92	\$5.92	\$153.84
September 1, 2003	\$150.73	\$6.03	\$156.76
February 1, 2004	\$153.30	\$6.13	\$159.43
August 31, 2004	\$154.45	\$6.18	\$160.63

Secondary Daily Letter of Permission Rate

	<u>Daily Base Rate</u>	<u>Vacation Pay (4%)</u>	<u>Total</u>
September 1, 2002	\$139.84	\$5.59	\$145.44
August 31, 2003	\$140.48	\$5.62	\$146.10
September 1, 2003	\$143.15	\$5.73	\$148.88
February 1, 2004	\$145.59	\$5.82	\$151.41
August 31, 2004	\$146.69	\$5.87	\$152.55

Secondary Uncertified Teacher Rate

	<u>Daily Base Rate</u>	<u>Vacation Pay (4%)</u>	<u>Total</u>
September 1, 2002	\$112.71	\$4.51	\$117.22
August 31, 2003	\$113.23	\$4.53	\$117.76
September 1, 2003	\$115.38	\$4.62	\$120.00
February 1, 2004	\$117.34	\$4.69	\$122.04
August 31, 2004	\$118.23	\$4.73	\$122.96

The Salary Grid for the Secondary Teachers would take effect beginning on the 13th consecutive instructional day of the assignment for the Long Term Occasional Teacher and will be made retroactive to the first day of the assignment. If the Occasional Teacher has signed a long term contract from the beginning of his/her assignment, he/she would be paid on the Secondary Teacher's grid from the first day of that assignment.

9.02 Long Term Occasional Teachers

- a) A Long Term Secondary Occasional Teacher as defined in Article 6 shall be paid in accordance with the applicable Salary Grid for the Board's Secondary Teachers for the term of his/her assignment.
- b) The Salary Grid is inclusive of all vacation and statutory holiday payments required under the Employment Standards Act, as amended from time to time.
- c) Changes in qualifications which result in a Member being placed in a higher group shall be effective on or retroactive to September 1, provided the qualifications are obtained on or before September 1 and provided the Executive Officer of Human Resources receives written notification before December 31 of that year and provided the Executive Officer of Human Resources receives written documentation of qualifications on or before May 31 of the subsequent year. All conditions must be fulfilled by the Member for a higher group placement to become effective.
- d) Changes in qualifications which result in a Member being placed in a higher group shall be effective on or retroactive to January 1, provided the qualifications are obtained after September 1 of the preceding year but on or before January 31 and provided the Executive Officer of Human Resources receives written notification before March 31 and provided the Executive Officer of Human Resources receives written documentation of qualifications on or before August 31. All conditions must be fulfilled by the Member for a higher group placement to become effective.

9.03 Effective September 1, 2001, Long Term Occasional teachers shall be paid a per diem rate based upon the number of days actually worked in the month.

Related Experience

- 9.04 a) A member shall be paid for related experience that has been approved by the Executive Officer of Human Resources.
- b) Effective September 1, 1998 related experience will be recognized on the salary schedule as follows: for every two (2) years of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of five (5) grid steps. No Member's salary will exceed the maximum of the Member's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Member must be teaching a reasonable amount of time in the trade and vocational subjects where the Member's valid vocational or occupational (practical) certificate is granted. Music, Art, Family Studies and Business subject areas are excluded from consideration for related experience.
 - c) For Members hired effective September 1, 1998, in the application of related experience credit for grid placement, only full years of related experience shall be considered and these shall be determined at the time of initial hiring only.

- d) For vocational teachers qualifying via the trade experience route, experience must be obtained subsequent to the requirements for entry into the Faculty of Education.

Only related experience in excess of requirements for entry to the Faculty of Education will count.

Effective September 1, 2003, related experience will be recognized on the salary schedule as follows:

for every one (1) year of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of six (6) grid steps. No Member's salary will exceed the maximum of the Member's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Member must be teaching a reasonable amount of time in the trade and vocational subjects where the Member's valid vocational or occupational (practical) certificate is granted. Music, Art, Family Studies and Business subject areas are excluded from consideration for related experience.

Occasional Teachers - Payment Schedule

- 9.05 Occasional Teachers shall be paid on a monthly basis by direct deposit into the bank, trust company or credit union account designated by the Teacher. It is the responsibility of the Occasional Teacher to notify in writing, the Payroll Supervisor, three (3) weeks in advance of the pay date, if there is a change in the financial institution and/or account number. Failure to supply the Payroll Department with this information will result in delays in payment of wages owing.
- 9.06 Effective September 1, 2001, the normal pay date shall be the last working day of the month for the Long Term Occasional and for the Short Term Occasional Teacher.

Short Term Occasional Teachers

- 9.07 For Short Term Occasional Teachers, the pay stub shall indicate the period for which the teacher is being paid and shall be mailed to the home address of the Occasional Teacher.
- 9.08 The Record of Employment Certificate for Short Term Occasional Teachers will be issued only upon request to the Payroll Department. Long Term Occasional Teachers will receive the Record of Employment Certificates at the conclusion of their assignment or, if at the end of the school year, ten (10) working days following the last school day in June.

ARTICLE 10 - NO DISCRIMINATION

- 10.01 The parties agree that:
- a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organization;
 - b) there shall be no discrimination or harassment practised, by either party, by reason of an employee's membership or activity in the Union;
 - c) there shall be no discrimination practised by either party, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.

ARTICLE 11 – DISCIPLINE AND DISMISSAL

- 11.01 Before a formal disciplinary meeting, or a meeting to discuss a negative evaluative report occurs that involves a Long Term Occasional Teacher, the Long Term Occasional Teacher will be informed of the right and encouraged to have a Union representative present at such a meeting.
- 11.02 Short Term Occasional Teachers will be encouraged to contact the Union if they are asked to attend a formal disciplinary meeting.
- 11.03 Prior to dismissal, there shall be a meeting offered between the teacher and a board representative to discuss the matter in the presence of and with the assistance of Union representation as determined by the local Bargaining Unit President.
- 11.04 Where an Occasional Teacher has received a termination notice, the Bargaining Unit may file a grievance at Step 2 within ten (10) instructional days of written notice of termination. The notice of termination (in the case of an individual termination) will be sent by registered mail to the Occasional Teacher's home. A copy of the termination notice will be sent to the Bargaining Unit President.

ARTICLE 12 – LEAVE FOR BARGAINING UNIT BUSINESS

- 12.01 a) The Board shall pay the Bargaining Unit President or designate to attend the Employee Executive Council meetings called by the Board. The President or designate will be paid for the number of hours required to attend the meetings, as approved by the Executive Officer of Human Resources.
- b) In the event that the Bargaining Unit President is in a Long Term assignment, attendance at the above meetings shall not be deemed as an interruption, nor will the time be deducted from the first twelve (12) days of the Long Term Assignment.
- 12.02 The Board may grant the release from teaching duties to a maximum of five (5) consecutive instructional days at any one time, for a Long Term Occasional Teacher for Bargaining Unit business. Such request will be made in writing, in advance, to the Executive Officer of Human Resources, by the President of the Bargaining Unit or designate. The Bargaining Unit shall reimburse the Board based on the Short Term Occasional Teacher's daily rate of pay (prorated for any part days) for the number of days (or part days) that the Long Term Occasional Teacher is on leave. The Long Term Occasional Teacher shall continue to accumulate credit for teaching experience for the period of the leave.

ARTICLE 13 - PROBATIONARY PERIOD

- 13.01 A newly hired Occasional Teacher shall be considered on probation until the completion of the specified probationary period in clause 6.06. During an Occasional Teacher's probationary period, the Board may dismiss the Occasional Teacher subject to 5.03 and 11.03 and remove the Occasional Teacher from the Occasional Teacher List.

ARTICLE 14 - PAID SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

- 14.01 A Long Term Occasional Teacher shall be entitled to two (2) days paid sick leave per full month worked cumulative for the duration of the Long Term Occasional Teaching assignment. Paid sick days will be credited at the beginning of each full month of the assignment. Unused sick leave up to a maximum of five (5) days will be cumulative from one long term assignment to another during the school year but may not be carried forward to the next school year.

- 14.02 All absences must be reported through the Principal to the Executive Officer of Human Resources. Absences for personal illness or injury for a period not exceeding five (5) days may be certified by the school Principal unless the Executive Officer of Human Resources asks specifically for certification by a qualified medical or dental practitioner.

For absences over five (5) days, a certificate from a qualified medical or dental practitioner may be requested. For absence exceeding one (1) month, the Executive Officer of Human Resources may request a medical certificate from a qualified medical or dental practitioner appointed by the Board. If the Board asks for a medical certificate to be provided, the Member will be reimbursed for the cost of the required certificate.

ARTICLE 15– MISCELLANEOUS LEAVES

15.01 Absences Not Chargeable to Sick Leave

Unless otherwise stated, all leaves granted in this Article are without loss of salary and are not chargeable to sick leave.

15.02 Bereavement Leave

Bereavement Leave shall be granted by the Executive Officer of Human Resources without loss of salary for up to four (4) days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family or immediate family by marriage, in order for the Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, guardians, spouse, children, brothers, sisters, grandparents, stepfather, stepmother, stepbrother, stepsister and stepchild. Immediate family by marriage shall mean parents-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. Spouse includes a common-law and/or same sex partner.

15.03 Jury Duty or Subpoena

During the period of his/her assignment, a Long Term Occasional Teacher absent from duty by reason of being summoned to serve as a juror or witness, or being subpoenaed, in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged, is entitled to salary, provided that the Long Term Occasional Teacher pays to the Board any fee, exclusive of travelling allowance, and living expenses, that the Long Term Occasional Teacher receives in such capacity.

15.04 Religious Holy Days

Subject to the approval of the Executive Officer of Human Resources, or designate, a Long Term Occasional Teacher may be granted up to a maximum of three (3) days paid leave within any one full school year, for officially recognized religious holy days that fall within the term of their assignment. In addition, a maximum of six (6) days without pay may be granted within any one full school year for officially recognized religious holy days that are within the term of their assignment.

15.05 Quarantine

During the period of his/her assignment, Long Term Occasional Teachers are entitled to an absence from duty in any case where, because of exposure to communicable disease the teacher is quarantined or otherwise prevented by order of the public medical health authorities pursuant to the Public Health Act, from attending upon the teacher's duties.

15.06 Parenting Leave

A leave of one (1) day with pay may be granted to a Long Term Occasional Teacher, subject to the approval of the Executive Officer of Human Resources, on the occasion of the birth of the Member's child.

15.07 Voluntary Leave

An Occasional Teacher may request, in writing, a leave of absence of up to one year. There is no entitlement to salary nor shall the time on leave count towards any recognition for experience or salary. The employee is responsible for deactivating his/her name from the absentee reporting and replacement information system (i.e. H.A.R.R.I.) for the duration of the leave, in accordance with Article 7.10.

15.08 It is the Occasional Teacher's responsibility to inform the board in writing and to reactivate his/her name on the system (i.e. H.A.R.R.I.), at the end of the leave period, in accordance with Article 7.10.

15.09 Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Member's control, which merit individual attention, such as extended bereavement or emergency illness of any immediate member of the family as identified in Clause 15.02, and is subject to the approval of the Executive Officer of Human Resources.

ARTICLE 16 – PREGNANCY/PARENTING/ADOPTIVE LEAVE

16.01 A Long Term Occasional Teacher is entitled to pregnancy and adoption leave in accordance with the Employment Standards Act for the period of time that the pregnancy / parenting / adoptive leave falls within his/her long term assignment.

ARTICLE 17 – JOB VACANCIES

17.01 A posting will be initiated if the vacancy cannot be filled by a part time teacher, and the Board fills the vacancy with a Long Term Occasional Teacher.

The vacancy shall be posted on the O.S.S.T.F. bulletin board in each secondary school and on the Board's electronic intranet service. A copy of the posting shall be forwarded to the President of the Bargaining Unit.

17.02 Applicants whom the Principal deems are qualified for the posted position will be interviewed unless more than three applicants are deemed by the Principal to be qualified, in which case the Principal may establish a short list of at least three applicants who will be interviewed.

17.03 If Secondary Occasional Teachers wish to be considered for vacancies covered by Part A of The Secondary Teachers' Agreement District 20, they should indicate their interest in writing to the Manager of Human Resources (Secondary), by March 1, stating their qualifications and work experience. The list of names and qualifications will be forwarded to Principals for first consideration prior to any external hiring.

17.04 It is understood that the appointment of Occasional Teachers to Long Term assignments that occur as a result of a sudden illness or absence of a Secondary teacher will not be posted.

ARTICLE 18 – WORKING CONDITIONS

18.01 In-School Information

The Board shall provide the following in-school information to Short Term Occasional Teachers: a timetable for the Short Term Occasional Teacher's assignment (including supervision periods); a schedule identifying period times; an up-to-date class list; a floor plan of the school; a seating plan, if available; an outline of the school day including opening exercises and school procedures; fire drill and emergency procedures; written information on school code of conduct; keys to the rooms in which the Short Term Occasional Teacher will be teaching; information on access to equipment and sources of assistance; and a list of students with special health-related needs specific to his/her teaching assignment. The Board shall ensure that, to the extent possible, lesson plans and textbooks and special instructions for exceptional students are available for the class in the case of Short Term Occasional Teaching assignments.

18.02 An Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request for such assignment provided that the Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Occasional Teacher.

18.03 The Board agrees that the responsibility of the Occasional Teacher is to fulfil the duties of the Secondary Teacher(s) being replaced.

18.04 The Short Term Occasional Teacher shall provide a summary report by class, to be left in the area designated by the school, for the teachers being replaced.

18.05 Lunch Period

Each Occasional Teacher is entitled to a lunch period of a minimum of 40 uninterrupted consecutive minutes between classes, unless otherwise agreed to by the principal or designate and the teacher.

18.06 Harassment

The Board and the Bargaining Unit agree that allegations of harassment will be investigated.

18.07 Inclement Weather

i) Long Term Occasional Teachers:

Weather conditions preventing a Long Term Occasional Teacher from attending work shall not interrupt the continuity of Long Term Occasional Teaching Assignments. If a Long Term Occasional Teacher cannot attend due to inclement weather where the Board has not closed the school to staff, payment for that day will be at the discretion of the Board. There will be no pay deductions for Long Term Occasional Teachers if the Board has closed the school(s) to staff due to inclement weather during the term of the Long Term Occasional Teacher's assignment.

ii) Short Term Occasional Teachers:

If Occasional Teachers have accepted and received a job number to work on a day when the schools are closed to staff due to inclement weather, the Occasional Teacher will be paid for that day. If there is a second consecutive day or more of school closure for staff due to inclement weather, the Short Term Occasional Teacher will not be paid.

18.08 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 his/her assignment for that day.

18.09 Mileage

An Occasional Teacher covering for an Itinerant Teacher or a Member who is assigned duties by the Board at two (2) or more locations in the same day shall be paid a travel allowance for mileage between the schools, according to the Board's mileage policy, as amended from time to time.

- 18.10 During a teacher absence of less than three (3) days, a half day assignment means two (2) periods within the three (3) periods occurring in either the morning or afternoon of a school day. Period 3 can be included in either the morning or the afternoon.

The Principal or designate will endeavour to assign the two (2) periods consecutively.

ARTICLE 19 – UNION RIGHTS

- 19.01 The Bargaining Unit shall notify the Board, in writing, of the names of the persons elected to office in the Bargaining Unit.

- 19.02 The Board shall provide the Union with access to the Board's courier services at no cost.

- 19.03 The Board shall provide bulletin board space for the use of the Union at an appropriate location in each workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Members.

- 19.04 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not interrupt the instructional day.

- 19.05 The Board shall provide the Union access to meeting rooms, at no cost, for Union activities outside the school day, provided this does not interrupt the instructional program, school or rental functions of the Board.

ARTICLE 20 - STRIKES AND LOCKOUTS

- 20.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Bargaining Unit agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.

- 20.02 In the event of a strike by other employees of the Board, the Occasional Teachers shall carry on with their assigned professional duties to the best of their ability.

ARTICLE 21 - HEALTH & SAFETY

- 21.01 The Board shall make reasonable provisions for a safe and healthful environment for Members. Both parties will co-operate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

- 21.02 A Member is not in breach of employment if the Member refuses to enter a school that is closed by the Medical Health Officer.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 Definitions

A “grievance” shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. The procedures as outlined shall be used.

“Days” shall mean instructional days unless otherwise indicated.

22.02 The authorized representatives of the parties, for the purposes of this Article, shall be: for the Bargaining Unit, the Bargaining Unit President or designate as identified in writing; for the Board, the Director or designate as identified in writing. The Board or Bargaining Unit shall identify, in writing, its authorized representative upon request by either party.

22.03 Unless otherwise stipulated herein, or by mutual consent in writing of the parties, a grievance must proceed through all the steps of the grievance procedure before it may be referred to arbitration.

INDIVIDUAL GRIEVANCE

Informal Step

22.04 It is understood that there is no grievance until the Member has first given the immediate supervisor (e.g. Principal) an opportunity to adjust the complaint. A Member may initiate a discussion with the immediate supervisor within ten (10) days from the time when the circumstances giving rise to the grievance were known or should have been known to the Member. A Member may request Bargaining Unit assistance at the meeting with the immediate supervisor. The immediate supervisor’s response to the Member shall be given in writing within ten (10) days following the aforementioned discussion between the member and immediate supervisor.

22.05 Step 1

Failing resolution of the complaint within ten (10) days of the immediate supervisor’s reply to the complaint, the Bargaining Unit may submit the grievance to the Executive Officer of Human Resources or designate. The Executive Officer of Human Resources or designate shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit shall have ten (10) days from receipt of the reply from the Executive Officer of Human Resources or designate to submit the grievance to Step 2. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Executive Officer of Human Resources, or designate.

22.06 The grievance shall stipulate the name of the grievor; shall identify the grievor’s work location, shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. The grievance shall be signed by an authorized representative of the Bargaining Unit.

22.07 Step 2

Failing resolution of the grievance within ten (10) days of the Executive Officer of Human Resources' or designate's reply to the grievance, the Bargaining Unit may submit the grievance to the Director. The Director shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit shall have twenty (20) days from receipt of the Director's reply to submit the grievance to arbitration. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Director.

22.08 The Bargaining Unit may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a grievor's estate with the written consent of the estate.

22.09 The Bargaining Unit may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a retired Member with the written consent of that Member.

Bargaining Unit Policy Grievance and Board Policy Grievance

22.10 The Bargaining Unit or the Board may initiate a policy grievance in accordance with Article 22.01. The grievance shall state the facts giving rise to the grievance, including: the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. In the case of a Bargaining Unit policy grievance, the grievance shall be signed by the President of the Bargaining Unit and, in the case of a Board policy grievance, the grievance shall be signed by the Director of Education.

22.11 A policy grievance must be initiated within twenty (20) days from the time the circumstances giving rise to the grievance were known or should have been known. In the case of a Bargaining Unit policy grievance, the grievance shall proceed immediately to the Director; in the case of a grievance initiated by the Board, it shall be forwarded to the President of the Bargaining Unit for resolution.

22.12 The reply of the Director, in the case of a Bargaining Unit policy grievance, or the reply of the President of the Bargaining Unit or designate, in the case of a Board policy grievance, shall be made, in writing, within twenty (20) days of receipt of the grievance.

22.13 Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Director, or designate, and the President of the Bargaining Unit, or designate, prior to the reply to the policy grievance.

22.14 Failing settlement, the grievance may be referred to arbitration by either party within twenty (20) days of the receipt of the reply, in accordance with the criteria and timelines in Article 22.18.

Grievance Mediation

22.15 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.

- 22.16 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.
- 22.17 The expenses for the Mediator shall be shared equally by both parties.

Arbitration

- 22.18 The grievance may be referred to arbitration, only after all steps in the grievance procedure have been exhausted, unless a step has been waived by mutual consent of both parties in writing, through their authorized representatives. The party seeking arbitration shall notify the other party, in writing, of its desire to submit the grievance to arbitration within twenty (20) days of the reply of the Director or the Bargaining Unit President. The notification shall contain the name of the party's appointee to the Board of Arbitration. The recipient party shall, within ten (10) days of receipt of such notification, advise the other party of its appointee to the Board of Arbitration.
- 22.19 The two (2) appointees shall, within fifteen (15) days of the appointment of the second of them, or at some time mutually agreed upon, appoint a third person, who shall be the Chair. If the recipient party fails to name an appointee, or if the appointees fail to agree upon a Chair within the time limit, the appointment of the Chair shall be made by the Ministry of Labour upon the request of either party.
- The Board of Arbitration shall hear and determine the grievance and shall issue a binding decision upon the parties and upon any Member affected by it. The decision of a majority shall be the decision of the Board of Arbitration and, if there is no majority, the decision of the Chair shall govern.
- 22.20 No person shall be appointed as Arbitrator who has been involved in the negotiation of this Agreement or in attempts to settle this grievance.
- 22.21 Each of the parties will bear the expenses of their appointee and the parties will share equally the expenses of the Chair. All costs related to witnesses called by a party will be paid for by that party.
- 22.22 The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement.
- 22.23 The parties may agree, in writing, to seek appointment of a single Arbitrator. Should they be unable to agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.
- 22.24 Time limits in this Article are mandatory, unless extended by the mutual consent, in writing, of the authorized representatives of both parties. Any grievance not processed in accordance with the grievance procedure outlined in this article, including a grievance which is not initiated or processed to the next higher step or to arbitration within the time limits specified in the procedure, shall be deemed to be abandoned.
- 22.25 The Board considers the processing of a grievance as the normal exercise of a Member's rights. Documentation, indicating a Member's involvement in a grievance or arbitration, shall not be included in the Member's file held by the Board or agent of the Board.

- 22.26 An Occasional Teacher's attendance, required by the Board, at the grievance meeting at any stage of the Grievance Procedure, including Arbitration, shall be without loss of pay, if the Occasional Teacher was scheduled to work on that day, unless the teacher has been suspended without pay, employment has been terminated or in some respect the teacher was not entitled to receive pay for the day of the meeting. Normally such meetings will be held outside of the instructional day.
- 22.27 It is understood that nothing in this Article precludes the Bargaining Unit or Members from addressing letters of inquiry to the Board through the Director.

ARTICLE 23 - PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 23.01 A Professional Activity Day shall not interrupt the continuity of a Long Term Occasional assignment.
- 23.02 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 sessions.
- 23.03 Occasional Teachers may, upon request to the Principal, have access to the Board's in-service/professional activity/development programs on a voluntary basis, without pay. The Occasional Teacher shall pay the costs of the program, if any.

ARTICLE 24 – PERFORMANCE REPORTS

- 24.01 Copies of documentation respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher.
- 24.02 An Occasional Teacher shall be entitled to provide a statement for inclusion in the member's personnel file, in cases dealing with disagreement regarding information contained within the personnel file.
- 24.03 An Occasional Teacher shall sign indicating receipt of and be provided with a copy of any written report directly pertaining to that Occasional Teacher.
- 24.04 A disciplinary or adverse report will be kept on file in the Human Resources Department.
- 24.05 A disciplinary or adverse report may be removed from the member's file at the discretion of the Executive Officer of Human Resources. The Occasional Teacher shall have the right to request the removal of any disciplinary or adverse report from his/her file after one year by appealing to the Executive Officer of Human Resources.

ARTICLE 25 – ACCESS TO INFORMATION

- 25.01 Upon written request, the Union shall be provided with copies of data relevant to the negotiation and administration of this agreement including, but not limited to, the following:
- a) listings of all employees covered by this agreement;
 - b) a statement of the current operating budget;
 - c) a statement of the current operating expenditures;
 - d) the general legislative grant technical paper (if available) and the detailed calculation for funding of the Halton District School Board;
 - e) a listing of Occasional Teachers on approved leaves of absence and the duration of the leaves;
 - f) the total compensation for Short Term Occasional days and Long Term Occasional days for the preceding school year and the current year to date.

25.02 The Union understands that the Board will respond to its written request in Clause 25.01 as quickly as possible and, whenever possible, within five (5) instructional days.

Personnel Files

25.03 The personnel file for the Occasional Teacher will be maintained in the Human Resources Department. An Occasional Teacher may have access to the file with one instructional day's notice to the Manager of Human Resources (Secondary) and shall receive photocopies of any documents in his/her personnel file, as requested.

25.04 With one instructional day's written notice to the Manager of Human Resources (Secondary), where a member authorizes, in writing, access to the member's personnel file by the President of the Bargaining Unit or O.S.S.T.F. member designate acting on behalf of the member, the Board shall provide such access, as well as copies of materials therein authorized and requested.

Access to Board Minutes

25.05 The Board shall provide to the Bargaining Unit President copies of agendas and previous minutes at least two (2) days prior to the Board meetings that are open to the public.

ARTICLE 26 – CERTIFICATION AND GROUP PLACEMENT - LONG TERM OCCASIONAL TEACHERS

26.01 All qualified, newly hired Long Term Occasional Teachers shall be placed:
i. at 0 years experience and/or
ii. in Group 1

where no documentation of proof is provided. When documentary proof of experience and/or qualifications is provided, the Member shall be placed in the appropriate salary schedule position. All documentary proof is to be filed with the Executive Officer of Human Resources. The salary schedule placement shall be retroactive to the first day of employment, once the Member has submitted the required documentation.

Documentary proof for experience and group placement is required to be submitted within 120 calendar days of the start of the long term occasional contract. It is understood that if the Member is having difficulty in obtaining the appropriate documentation, the Member will file with the Board, within the duration of their contract, a letter stating such difficulty, including proof of submission of the request to the issuing party.

26.02 The Executive Officer of Human Resources shall have the authority to evaluate the qualifications and professional training of Members who are granted a Letter of Standing or who hold teaching certificates not specifically referred to in the group system and to recommend placement in the proper group.

26.03 Effective September 1, 2002 a Member shall be paid in the group as determined by the "Rating Statement" issued by O.S.S.T.F., based on the O.S.S.T.F. Certification Plan as of September 1, 2002.

- 26.04 Only teaching experience on a continuous basis during the regular school year, September to June, in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school, shall be considered.

Teaching experience as a Long Term Occasional teacher shall be included in the calculation of teaching experience. Any teaching experience as a Short Term Occasional teacher shall not be considered. Teaching experience earned after September 1, 2000 as a certified teacher teaching in the Halton Adult and Continuing Education program offered during the day (Form 3), will be included in the calculation of teaching experience. Not more than one year of experience will be credited for the purpose of 26.04 for Form 3 teaching experience, or a combination of experience which includes Form 3 experience, for a given school year. The Executive Officer of Human Resources shall decide in any case of dispute.

- 26.05 Effective September 1, 1998, Members with part years of teaching experience obtained after September 1, 1985 shall be placed on the salary schedule according to their qualifications and full years of teaching experience plus the portion of the next increment equal to the fractional part of their teaching experience.

Effective October 1, 1999, Members with part years of teaching experience equal to 0.5 years or greater, shall have their experience rounded up to the next full year for increment purposes. Members with part years of teaching experience equal to less than 0.5 years shall not receive increment until accumulated experience equals 0.5 years or greater.

ARTICLE 27 – TERMINATION OF LONG TERM ASSIGNMENT

- 27.01 In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Occasional Teacher will be given five (5) teaching days notice or five (5) days pay in lieu of notice.

ARTICLE 28 - CORRESPONDENCE

- 28.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Bargaining Unit or designate.

ARTICLE 29 - PRINTING OF COLLECTIVE AGREEMENT

- 29.01 The Board and the Bargaining Unit shall share equally the cost of printing the Collective Agreement. The number of copies of the Collective Agreement to be printed shall be mutually agreed to by the Bargaining Unit and Board. It is the intent of the parties that each Occasional Teacher will have a copy of the Collective Agreement.
- 29.02 The Board agrees to provide newly hired Occasional Teachers with a copy of the Collective Agreement, the name of the Bargaining Unit President, and the address and telephone number of the District 20 office.

ARTICLE 30 – EMPLOYEE RELATIONS

- 30.00 There shall be an Employee Relations Committee consisting of up to three (3) members appointed by the Board and up to three (3) members appointed by the Bargaining Unit.
- 30.01 The Committee shall meet, as required, at the request of the Bargaining Unit Executive or the Board to discuss matters of common concern.

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the "Board")
and
The Ontario Secondary School Teachers' Federation
representing
The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the "Bargaining Unit")

UNCERTIFIED TEACHERS

It is agreed by the Halton District School Board and O.S.S.T.F. that the Board will voluntarily recognize O.S.S.T.F. as the bargaining agent for all uncertified teachers hired in the secondary panel to teach in circumstances where an occasional teacher would be employed. It is understood that such teachers shall not be added to the Occasional Teacher List provided for in Article 7 of the Occasional Teacher Collective Agreement.

Such teachers shall be paid in accordance with the rates set out in Article 9 of the collective agreement.

Dated at Burlington this 24th day of June, 2003.

FOR THE BOARD

FOR THE BARGAINING UNIT

Dawn Beckett-Morton

Tom Beer

Kelley Terry

Linda Kratina

Debbie Eggleton

Chris Kuehnel

Ruth Peden

Geoff Delaplanque

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the "Board")
and
The Ontario Secondary School Teachers' Federation
representing
The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the "Bargaining Unit")

CALL INS

The parties agree that an Occasional Teacher who is called in and reports to work to find that his or her services are not required shall remain to work in the school, on that day, for no more than half (.50) of a day and will be paid for no more than half (.50) of a day.

There will be no payment for time not worked.

Dated at Burlington this 24th day of June, 2003.

FOR THE BOARD

FOR THE BARGAINING UNIT

Dawn Beckett-Morton

Tom Beer

Kelley Terry

Linda Kratina

Debbie Eggleton

Chris Kuehnel

Ruth Peden

Geoff Delaplanque

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation
representing
The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the “Bargaining Unit”)

ASSIGNMENT

Where the same teacher is absent for more than two (2) consecutive instructional days, an occasional teacher will be given the workload of the teacher being replaced beginning on the third consecutive day.

Dated at Burlington this 24th day of June, 2003.

FOR THE BOARD

FOR THE BARGAINING UNIT

Dawn Beckett-Morton

Tom Beer

Kelley Terry

Linda Kratina

Debbie Eggleton

Chris Kuehnel

Ruth Peden

Geoff Delaplanque

IN WITNESS WHEREOF, THE PARTIES have caused this Collective Agreement to be signed in their respective names by the respective representatives thereunto duly authorized, signed this 24th day of June, 2003.

FOR THE HALTON DISTRICT SCHOOL BOARD

FOR THE BARGAINING UNIT

Dawn Beckett-Morton
Executive Officer of Human Resources

Tom Beer
President, O.S.S.T.F., Occasional Teachers
District 20—Halton

Kelley Terry
Manager of Human Resources

Linda Kratina
Member, Collective Bargaining Committee

Debbie Eggleton
Human Resources Administrator

Chris Kuehnel
Member, Collective Bargaining Committee

Ruth Peden
Principal

Geoff Delaplanque
Executive Provincial Officer, O.S.S.T.F.