

SOURCE	District		
EFF.	1998	01	01
TERM.	2002	08	31
No. OF EMPLOYEES	230		
NOMBRE D'EMPLO.ÉS	230		

COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

(HEREIN AFTER REFERRED TO AS THE "BOARD")

OF THE FIRST PART

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING DISTRICT 18**

SECONDARY OCCASIONAL TEACHERS

(HEREIN AFTER REFERRED TO AS THE "UNION")

SEPTEMBER 1, 1998 TO AUGUST 31, 2001

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ARTICLE 1 - PURPOSE

- 1.01 The intent of both Parties and the purpose of this agreement is to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and by providing a procedure for the equitable settlement of grievances between the parties.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer, known as the Upper Grand District School Board, hereinafter referred to as the Board, recognizes the Ontario Secondary School Teachers' Federation, hereinafter referred to as the Union, as the bargaining agent for all Occasional Teachers employed by the Board in its secondary panel.
- 2.02 The Union will inform the Board from time to time of who has authority to act on behalf of the Union and will update this information each time it changes.
- 2.03 The Board recognizes the Negotiating Committee of the Union as the official body to represent the Occasional Teachers in the secondary panel in the conduct of negotiations.
- 2.04 The Ontario Secondary School Teachers' Federation and the Bargaining Unit recognize the Negotiating Committee of the Board as the official body to represent the Board in the conduct of negotiations.
- 2.05 The Board recognizes the right of the Federation or the Bargaining Unit to be represented by their staff officers or any other duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise or represent the Federation or the Bargaining Unit in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.06 The Federation and the Bargaining Unit recognizes the right of the Board to be represented by the Ontario Public School Boards' Association, or an affiliate Association, or any duly authorized advisor, agent, counsel, solicitor or representative. These may serve to assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.07 A Secondary Occasional Teacher Labour/Management Co-operative Committee shall be established with no more than three (3) representatives of each of the Bargaining Unit or designates, and management or

designates, to discuss matters of concern, including system-wide initiatives. The Committee will meet at the request of either party at a time mutually agreed upon. The Committee may make recommendations to the Superintendent of Human Resources.

- 2.08 The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members.

ARTICLE 3 - DEFINITIONS

- 3.01 "Occasional Teacher" shall mean an Occasional Teacher as defined in the Education Act as amended from time to time.
- 3.02 It is understood that the definition of Occasional Teacher includes a person appointed to teach in the case of an emergency. An emergency shall specifically cover the sudden absence of a teacher during the school day, or when a qualified teacher is not available.
- 3.03 At the end of each month, the Board will forward the following information to the Bargaining Unit about any person who does not belong to the College of Teachers who completed any part of an Occasional teaching assignment in a secondary school: full name, mailing address, telephone number, place of employment and dates of employment.
- 3.04 "Short-Term Occasional Teacher" means an Occasional Teacher hired to teach for a period of fewer than fifteen (15) consecutive teaching days.
- 3.05 "Long-Term Occasional Teacher" and "LTO Teacher" means an Occasional Teacher hired to teach for a period of fifteen (15) or more consecutive teaching days.
- 3.06 In the event of an interruption of not more than two (2) days in a specific teaching assignment, the qualifying period to meet the definition of a Long-Term Occasional Teacher will be extended for a period equal to the interruption.
- 3.07 "Occasional Teacher List" means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the secondary panel. It is understood that all Occasional Teachers must be members in good standing of the Ontario College of Teachers and must have a Certificate of Qualification from the Ontario College of Teachers or

Interim Certificate of Qualification. All certification and required documentation must be submitted to the Superintendent of Human Resources before a candidate's name is placed on the Occasional Teachers' List.

- 3.08 "Certified" means an Occasional Teacher who holds a valid Certificate of Qualification or a valid Interim Certificate of Qualification and is a member in good standing of the Ontario College of Teachers.
- 3.09 "Bargaining Unit" means the O.S.S.T.F. District # 18 Occasional Teachers' Bargaining Unit.
- 3.10 "Union" and "OSSTF" and "O.S.S.T.F" and "Federation" all mean the Ontario Secondary School Teachers' Federation.
- 3.11 "Board means the Upper Grand District School Board.
- 3.12 "Parties" mean the Bargaining Unit and the Upper Grand District School Board.
- 3.13 "Probationary Occasional Teacher" means a teacher covered by this Collective Agreement who has not completed thirty (30) teaching days of employment as an Occasional Teacher with the Board. It is understood that the probationary period of thirty (30) teaching days may be extended one (1) thirty (30) day period at the exclusive discretion of the appropriate superintendent.
- 3.14 "Secondary Occasional Teachers' Labour Management Co-operative Committee" means a consultative committee that shall discuss issues of concern to either the Board or the Bargaining Unit; this committee may make recommendations to the Superintendent of Human Resources.

ARTICLE 4 – UNION DUES AND CHECK OFF

- 4.01 On each pay date on which an employee is paid the Board shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days before the expected date of change.
- 4.02 The OSSTF dues deducted as in clause 4.01 shall be remitted to the Treasurer of OSSTF at 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 dues submission list showing the names, wages earned, wages earned to date, dues and assessments deducted and the time worked for each Occasional Teacher from whose wages the deductions have been made.

- 4.03 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted to the Treasurer of OSSTF District 18 no later than the fifteenth (15th) of the month following the date on which the deductions occurred. Such remittance shall be accompanied by a dues submission **list** showing the names, wages earned, wages earned to date, dues and assessments deducted and the time worked for each Occasional Teacher from whose wages the deductions have been made.
- 4.04 Occasional Teachers covered by this Collective Agreement shall be members of O.S.S.T.F.
- 4.05 The Federation shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and any form of liability, as a result of deductions authorized by the Union.
- 4.06 The Income Tax Slips (T-4) provided each year by the Board, shall indicate the amount of dues paid by each Occasional Teacher during the previous year.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Board agrees to exercise its management rights in a manner which is neither discriminatory nor in bad faith and in accordance with the Acts and Regulations of the Province of Ontario.
- 5.02 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration, save and except to the extent specifically modified by a provision of this Agreement.
- 5.03 Without limiting the generality of the foregoing, the Board's rights shall include:
 - a) the right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
 - b) the right to determine, alter and eliminate services, programs and courses offered;
 - c) the right to discipline, including disciplinary demotion;
 - d) the right to dismiss and layoff Occasional Teachers, subject to the employee's rights under the appropriate Act;

- e) the right to designate or establish departments, organizational units or areas of study;
- f) the right to select individuals to positions of responsibility, and to determine job functions;
- g) the right to make, change and enforce reasonable rules, regulations and all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the province of Ontario;
- h) it is understood that the Board's right to discipline shall be for just cause.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 Each of the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced against any Occasional Teacher because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap.

ARTICLE 7 - ACCESS TO INFORMATION

- 7.01 The Board shall provide Occasional Teachers with copies of any material placed in their personnel files, including any document respecting the performance or conduct of that Occasional Teacher, within seven (7) calendar days of filing such material.
- 7.02 Material may be removed from an Occasional Teacher's personnel file at the request of the Occasional Teacher and with the approval of the Board. Disciplinary material shall be removed from an Occasional Teacher's personnel file, upon receipt of a written request from the Occasional Teacher, after three (3) discipline-free years where no follow-up difficulty has occurred during the three (3) year period, unless the Superintendent of Human Resources determines that the discipline was for serious misconduct.
- 7.03 The Board shall keep medical information in its possession related to WEIP and LTD in separate files accessible only to appropriate health care professionals and the Occasional Teacher.

ARTICLE 8 – COLLECTIVE AGREEMENT COPIES

- 8.01 The Parties agree to share equally the cost of printing a sufficient number of copies of the Collective Agreement for distribution to members of the

bargaining unit and to each principal of a secondary school within the jurisdiction of the Board.

ARTICLE 9 – OCCASIONAL TEACHERS LISTS

- 9.01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers in order to be placed on the Occasional Teachers' List.
- 9.02 Only Teachers on the Occasional Teachers' List shall receive calls for short-term occasional teaching assignments except where the Board is required to appoint a person in the event of an emergency.
- 9.03 The Occasional Teacher list shall be limited to 225 teachers, excluding Long Term Occasional teachers.
- 9.04 Where the list is not sufficient to meet the Board's needs to supply Occasional Teachers to the system the Board may, after consultation with the Bargaining Unit, increase the number of names on the list, to maintain a sufficient pool of names.
- 9.05 There shall be no additions made to the Occasional Teachers' List without prior consultation with the members of the Secondary Occasional Teachers Labour/Management Committee.
- 9.06 The Occasional Teachers' List shall provide the following information for each Occasional Teacher: full name, telephone number, mailing address, and subjects that the Occasional Teacher is qualified to teach. Occasional Teachers shall be listed in alphabetical order.
- 9.07 Occasional Teachers shall notify the Human Resources Department of the Board, in writing, of any changes of qualifications or address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 9.08 The Board shall send an up-to-date Occasional Teacher *List* to the Bargaining Unit by October 31 and February 28 in each school year.
- 9.09 The Board will forward a revised Occasional Teachers' List, including amendments, to both the Bargaining Unit and to the appropriate staff at the secondary schools within the Board, on a monthly basis.
- 9.10 The Board shall send an up-to-date list of those Teachers from the Occasional Teachers' list employed on Long-Term assignments to the Bargaining Unit by the 30th of each month.

- 9.11 Upon request, and with reasonable notice, up to four times a year, and at no cost to the Bargaining Unit, the Board will provide the Bargaining Unit with a set of mailing labels of those teachers on the Occasional Teachers' List and those persons who have worked as Occasional Teachers who do not belong to the Ontario College of Teachers. The Bargaining Unit may purchase additional labels at cost.
- 9.12 The teachers on the Wellington County and Dufferin County Board Occasional Lists as of date of ratification of this Collective Agreement shall be placed on the Upper Grand District School Board Occasional Teachers' List.
- 9.13 Where an Occasional Teacher requests in writing that his/her name be removed from the Occasional Teacher List, the Board will remove it from the next published List(s).

ARTICLE 10 – CALLING OF OCCASIONAL TEACHERS FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

- 10.01 All Long-Term Occasional Teaching assignments shall be posted in every school at least two (2) working days prior to the closing date for applications. At the time of posting a dated copy of each posting shall be forwarded to the Bargaining Unit.

ARTICLE 11 – JOBVACANCIES – SECONDARY TEACHING POSITIONS

- 11.01 As new full-time or part-time teaching positions become available, the Board shall forward copies of each posting to the Bargaining Unit as well as to each workplace.
- 11.02 All qualified Occasional Teacher applicants, to a maximum of three (3), who express an interest in a new full-time or part-time position shall receive an interview, provided that the Occasional Teacher notes on the application that he/she is currently on the Secondary Occasional Teacher list and is available for work.
- 11.03 As new full-time or part-time positions become available, the Board shall post such positions on a dedicated phone line accessible to Board employees. Job line access information shall be provided by the Board to each Occasional Teacher member in an annual mailing.
- 11.04 If a Long-Term Occasional Assignment becomes a regular teaching position, the Long-Term Occasional Teacher on that assignment shall be interviewed for the regular teaching position should the teacher apply.

ARTICLE 12 – RATES OF PAY

12.01 Short-term Occasional Teachers

Certified

Effective the day following ratification of the Collective Agreement, Short-term Occasional Teachers shall be paid the greater of either a daily rate, including vacation pay of \$169.31 or 1/210 of Group 1 Year 0 of the current collective agreement for Secondary School Teachers and automatically changed to reflect any changes which may occur in Group 1 Year 0 of the Secondary School Teacher's grid.

Certified teachers who have taught as Occasional Teachers in a Wellington County School On or Before Ratification

Effective the day following ratification of the Collective Agreement, and retroactive to September 1, 2000, the total daily rate, including vacation pay, shall be \$169.31.

Certified Teachers who have Not taught as Occasional Teachers in a Wellington County School On or Before Ratification

Effective the day following ratification of the Collective Agreement, and retroactive to February 1st, 2001 the total daily rate, including vacation pay, shall be \$169.31.

Uncertified

Uncertified Teachers who have taught as Occasional Teachers in a Wellington County School On or Before Ratification

Effective the day following ratification of the Collective Agreement, and retroactive to September 1st, 2000, the total daily rate, including vacation pay shall be seventy-five percent (75%) of the Certified Daily Rate.

Uncertified Teachers who have Not taught as Occasional Teachers in a Wellington County School On or before Ratification

Effective the day following ratification of the Collective Agreement, and retroactive to February 1st, 2001, the total daily rate, including vacation pay shall be seventy-five percent (75%) of the Certified Daily Rate.

12.02 Salary payment will be by direct deposit to the account of the bank or trust company as designated by the employee on the appropriate form on file with the Payroll Department. The Board shall send the deposit advice form to the employee in an envelope on the day of the deposit.

Prior to any change of bank or bank account, each Occasional Teacher shall have the responsibility of filing with the Payroll Department the appropriate form to direct such a change(s).

12.03 When a short-term Occasional Teacher holds a teaching assignment for the same teacher for 15 consecutive days, than effective on the 15th day and retro to the 1st day of the assignment, the Board shall place that Occasional Teacher on the current Secondary Teachers' Salary Grid.

a) Long-Term Occasional Teachers who would for any reason receive a reduction in pay due to a move to the current Secondary Teachers' Salary Grid will instead remain at the rate of pay for short-term Occasional Teachers.

12.04 If an Occasional Teacher accepts a Long-Term assignment which the Superintendent of Human Resources or designee believes will cover an extended time period, the Occasional Teacher shall commence grid placement at day one (1) of the assignment.

12.05 It is understood that the daily rate, and payment on the Secondary Teachers' Salary Grid, includes payment for vacation and any paid holidays, if applicable.

ARTICLE 13 – RECOGNIZED TEACHING AND RELATED TECHNOLOGICAL AND BUSINESS EXPERIENCE

13.01 The Board shall credit teaching experience for Long-Term assignments or contract teaching; such credit shall include one-tenth (1/10) of a year for each twenty (20) days of teaching in any combination of Long-Term Occasional Teaching assignments, rounded to the nearest one-tenth (1/10).

To receive such experience credits from outside the Board, the Occasional Teacher shall provide a statement on official letterhead from the Board or Private School showing the dates and number of days in each assignment.

13.02 The allowance for related Technological and Business Experience shall be one year on the grid for each full year of related trade or business

experience up to a maximum of five years related experience (five years on the grid). This shall also apply to existing teachers.

- 13.03 This allowance shall not have the effect of piercing the maximum set forth in the salary grid.
- 13.04 Verification of related experience shall take the form of letters from previous employers which certify and confirm the date of hire, date of termination, description of the work and employment status, and responsibility. The Long-Term Occasional Teacher shall provide such verification in a timely manner.
- 13.05 In order to be eligible for related experience, fifty percent (50%) of the teaching time must be in the discipline for which the allowance is paid. When a teacher voluntarily chooses not to teach in the discipline for which the allowance was granted, said allowance shall not be paid.

ARTICLE 14 – BENEFITS

- 14.01 Subject to the agreement of the carriers, an Occasional Teacher may access the benefits package in effect under the Secondary Teachers' Collective Agreement. The Occasional Teacher is responsible for requesting benefits coverage. The following conditions shall apply:
 - a) all benefits are to be paid one hundred percent (100%) by the Occasional Teacher;
 - b) the Board shall receive premium payments from the Occasional Teacher and remit premiums to the carriers;
 - c) benefits must be prepaid six (6) months at a time by the Occasional Teacher providing six cheques post dated for the beginning of each month for the period of benefit coverage;
 - d) an Occasional Teacher who' withdraws from the benefits plan is not entitled to any rebate. However, the Board would attempt to obtain a rebate from the carrier(s) on behalf of the teacher and, if successful, would pass on any rebate to the teacher.

ARTICLE 15 – SICK LEAVE

- 15.01 A Long-Term Occasional Teacher shall be granted pro-rated sick leave credits on the formula of twenty (20) days per year if working full-time.

- 15.02 Sick leave days accumulate at the rate of two (2) days per month and are accorded at the end of each month of the teaching assignment.
- 15.03 Sick leave credits shall be used for sick leave purposes only in the current school year of employment and shall not accumulate from one (1) school year to another. Where a teacher is placed on two (2) or more occasional assignments within the same school year, sick leave shall be cumulative for that school year only.
- 15.04 Notwithstanding clause 15.03, if a Long-Term Occasional Teacher is appointed to the probationary or permanent staff of the Board for the ensuing school year without an intervening break in employment, then the employee shall carry forward as a credit any accumulative sick leave balance as of the preceding June 30th.
- 15.05 A Long-Term Occasional Teacher who is absent due to illness must submit, if requested by the Principal, medical certification of such illness from a qualified physician

ARTICLE 16 - LEAVES OF ABSENCE

- 16.01 A request for leave by a Long Term Occasional Teacher will be governed by the Upper Grand Policy 4140 - Absences and Leaves.
- 16.02 Occasional Teachers may make a written request to the Superintendent of Human Resources for a leave of absence of up to one (1) year. The submission of this request must occur at least one (1) month prior to the commencement of leave. The next printed Occasional Teacher List shall indicate both the temporary unavailability of the Occasional Teacher, and the expected date of that Teacher's return. It is understood that such requests shall not be made in concert or in combination or by common understanding.
- 16.03 The Board shall not include Occasional Teachers on leaves of absence in the total number of Occasional Teachers on any list.

ARTICLE 17 - EVALUATIONS

- 17.01 Only Supervisory Officers, Principals and Vice-Principals shall evaluate an Occasional Teacher.
- 17.02 An Occasional Teacher shall receive at least one (1) school day's prior notice of any formal classroom observation.

- 17.03 A pre-evaluation meeting shall take place between the evaluator and the Long-Term Occasional Teacher prior to any formal classroom observation.
- 17.04 The Board shall provide the Occasional Teacher with a written copy of the summative report, signed by the evaluator, within fifteen (15) days following completion of the evaluation process, or within one (1) month following the first classroom observation, whichever is earlier.
- 17.05 Nothing within this Article shall be construed as limiting the right of the Principal, Vice-Principal, or Supervisory Officer to observe the Occasional Teacher without notice when there is concern about the management of a class.

ARTICLE 18 – TERMINATION OF LONG-TERM ASSIGNMENTS

- 18.01 The Occasional Teacher shall be notified of the starting and ending dates of the Long-Term assignment, where available, prior to the commencement of the assignment. In the event that the teacher being replaced returns prior to the anticipated date of return, the Occasional Teacher shall be terminated with not less than two (2) days' notice.
- 18.02 Article 18.01 shall apply only if the termination occurs because the replaced teacher returns prior to the anticipated date of return. Termination for any other reason shall be subject to clause 24.01.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 **Intent and Definition of Grievances**
It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.
- 19.02 **Informal Stage**
Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher, a Union representative (if the teacher desires) and the Occasional Teacher's principal or appropriate supervisor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.
- 19.03 **Step One**
If the dispute is not settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within fourteen (14) calendar days of the Occasional Teacher becoming aware of

the circumstances giving rise to the complaint, or after the date when the event could reasonably been detected, to the Superintendent of Human Resources or designee. The written notice shall contain:

- a) a description of the complaint,
- b) clauses alleged to have been violated, listed by specific number, and
- c) the settlement requested.

The Superintendent, or designee, shall provide a written answer within fourteen (14) calendar days of receipt of the grievance.

19.04 Step Two

If the grievance is not settled on the basis of the answer given in Step One, the Union shall, within seven (7) calendar days of receipt of the Step One answer, notify the Superintendent of Human Resources or designee, in writing, that a grievance meeting is requested.

The Superintendent or designee and other persons that the Superintendent or designee deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The Superintendent, or designee, shall provide a written answer within seven (7) calendar days of the meeting being held.

19.05 Step Three

If the grievance is not settled on the basis of the answer given in Step Two, the Union shall, within seven (7) calendar days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to an arbitration board.

The Director of Education or designee shall, within seven (7) days, inform the Union of the Board's appointee to the arbitration board.

The two (2) appointees shall, within seven (7) calendar days, or such longer time as they may agree upon, appoint a third person who shall be the Chair.

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within the time limit, either the Union or the Board may request the appointment of a chair by the Ministry of Labour.

- 19.06 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.
- 19.07 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the Chair governs. The decision of the arbitration board shall be final and binding and enforceable on the Parties.
- 19.08 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this Agreement.
- 19.09 Each Party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the Chair shall be borne equally by the parties. Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.
- 19.10 One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.
- 19.11 **Group Grievance**
- (a) If the Board has complaint with respect to the Union or the Federation, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be to the President or other executive officer of the Union. The President or other executive officer of the Union shall provide the answer to the Board, within seven (7) calendar days.
 - (b) The Union may file a grievance on behalf of two (2) or more Occasional Teachers commencing at Step One.
 - (c) Group grievances may only be filed within fourteen (14) calendar days of either Party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) calendar days after the event when the event could reasonably have been detected.
- 19.12 It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Step Three rather than an Arbitration Board. In the event the Parties are unable to agree upon a single arbitrator, having previously mutually agreed to proceed to a single arbitrator, the Parties may request the Minister of Labour to make the appointment.

ARTICLE 20 - NO STRIKES AND NO LOCKOUTS

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

ARTICLE 21 – JUST CAUSE

21.01 An Occasional Teacher's name shall be removed from the list for the following reasons:

- a) A non-probationary Occasional Teacher is removed for just and sufficient cause or a probationary Occasional Teacher is removed using a standard of just cause as determined by the Board. The standard of just cause shall be consistent with the purpose of the probationary period and the length of employment of the employee, and the discharge of probationary employees shall not be done in a manner that is arbitrary, discriminatory or in bad faith. The Board shall provide such cause in writing to the Occasional Teacher within ten (10) calendar days from the time the Occasional Teacher receives notice of any such action.
- b) the Occasional Teacher asks to have his/her name removed from the list;
- c) effective September 1, 2001, the Occasional Teacher fails to work a minimum of ten (10) days within one (1) school year unless the Occasional Teacher is on an approved leave of absence;
- d) the Occasional Teacher fails to return the annual renewal form within the prescribed timeline which shall not be less than one month;
- e) the Occasional Teacher has accepted a full-time permanent teaching assignment with the Board.

21.02 A meeting shall take place between the Occasional Teacher and a Board representative to discuss the imposition of any actions listed in Article 21.01, at which time the Occasional Teacher shall have the right to the presence of a Union representative. Where possible, this meeting shall take place prior to the imposition of the actions listed in Article 21.01. Otherwise, such meeting shall take place in a timely manner.

ARTICLE 22 – LEAVE FOR UNION BUSINESS

- 22.01 At the request of the Bargaining Unit, the Board shall grant paid release time to the Bargaining Unit President or designate in order to conduct Union business.
- 22.02 The Person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and teaching experience as if employed by the Board as a Long-Term Occasional Teacher.
- 22.03 The Union will reimburse the Board for costs incurred under clauses 22.01 and 22.02 beyond twenty (20) days.
- 22.04 When the District President comes from the Occasional Teachers' Bargaining Unit, the Board shall grant 0.5 (half-time) paid release to that Occasional Teacher at the Long-Term Occasional Teacher Rate. Benefits and 100% credit for teaching experience shall be governed by the terms of this Collective Agreement. The Union shall reimburse the Board for this expense at Category 3, Year 0. Reimbursement shall not exceed the actual salary paid.

ARTICLE 23 – NEGOTIATING COMMITTEE

- 23.01 The Board shall pay up to four (4) Occasional Teachers involved in negotiations for scheduled meetings with the Board which occur between the hours of 8:00 a.m. and 5:00 p.m. as follows:
- a) Short-term Occasional Teachers shall receive the appropriate daily rate, and
 - b) Long-Term Occasional Teachers shall receive the appropriate daily rate, pro-rated at the appropriate salary grid level.

ARTICLE 24 - DATA FOR NEGOTIATIONS

- 24.01 Upon written request submitted at least five (5) working days in advance, the Board shall provide the Bargaining Unit with a copy of available data relevant to the negotiation of this Collective Agreement as follows:
- (a) a statement of the current operating budget;
 - (b) a statement of current operating expenditures;
 - (c) information on current staffing, class size data filed with the Ministry of Education and current enrolment;

- (d) public documents received from government sources which relate to the funding and operation of the Board; and
- (e) public minutes from the Board meetings.

ARTICLE 25 –WORKING CONDITIONS

- 25.01 The Board shall provide the following in-school information to Occasional Teachers:
- a) A timetable for the Occasional Teacher's assignment, including supervisory periods,
 - b) A schedule identifying period changes,
 - c) An up-to-date class list,
 - d) Written procedures of the school, and
 - e) Written information in school discipline procedures.
 - f) Keys for the appropriate classrooms and washrooms or, if keys are not available the school will ensure that the appropriate classrooms or washrooms are unlocked and locked.

ARTICLE 26 - SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCIES

- 26.01 If a representative of the Board calls an Occasional Teacher for a full-day occasional teaching assignment in error, and that Occasional Teacher reports to the school, that teacher shall receive a full day's pay at the short-term occasional teaching rate.
- 26.02 If a representative of the Board calls an Occasional Teacher for a part-day occasional teaching assignment in error, and that Occasional Teacher reports to the school, that teacher shall receive a part-day's pay at the short-term occasional teaching rate.
- 26.03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers who were scheduled to work a full day shall receive a full day's pay and Occasional Teachers who were scheduled to work a half-day shall receive a half-day's pay.

ARTICLE 27 - MEDICAL PROCEDURES

- 27.01 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases. An Occasional Teacher shall not be subject to discipline for refusing to administer medication, except in a life-threatening situation.

27.02 Occasional leachers shall not perform any of the following physical procedures:

- a) manual expression of bladder/stoma;
- b) postural drainage;
- c) sterile intermittent catheterization; and
- d) tube feeding.

27.03 For actions taken by any Occasional Teacher in following the Board's Policy on medical procedures, Policy # 509 - Health Support Services, the Board shall indemnify and save harmless said Occasional Teacher from any and all liability.

ARTICLE 28 - UNION REPRESENTATION

28.01 The Bargaining Unit shall continue to have access to the Board's courier service for communication with its members and with the Board's representatives.

28.02 The Board shall provide bulletin board space in every secondary school for use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit.

28.03 The Bargaining Unit shall have the right to conduct Union business on the Board's premises, subject to the principal's approval.

ARTICLE 29 - CORRESPONDENCE

29.01 All correspondence between the Parties arising out of this Agreement shall pass between the Superintendent of Human Resources or designate and the President of the Bargaining Unit or designate.

ARTICLE 30 – PROFESSIONAL DEVELOPMENT DAYS

30.01 The Board shall provide information to the Bargaining Unit about the professional development activities provided by the Board.

30.02 Participation or non-participation in a Professional Activity Day which occurs during a Long-Term Occasional Teacher's assignment shall not be considered an interruption in the calculation of a Long-Term Occasional Teacher's assignment.

30.03 A Long-Term Occasional Teacher who is scheduled to work where there is a Professional Activity Day will be paid for the day and will be required to

participate in the scheduled Professional Activity sessions. It is understood that this clause does not apply to the last Professional Activity Day in the school year except where the assignment continues to the next school year or unless the Principal, following consultation with the appropriate Superintendent, requests the Long-Term Occasional Teacher's attendance.

- 30.04 A Short-term Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board or the Union. Requests are to be made to the activity organizer and approval is subject to the activity organizer's discretion.

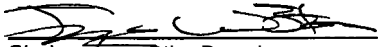
ARTICLE 31 – TERM OF AGREEMENT

- 31.01 This Agreement shall be in effect from January 1, 1998 and shall continue in force to and including August 31, 2002 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 31.02 Notwithstanding Article 31.01, either party may notify the other in writing, between April 1 and thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 31.03 If either party gives notice of its desire to negotiate amendments in accordance with Article 31.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 31.04 No changes can be made to this Agreement without the written mutual consent of the parties.

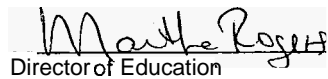
DATED at Guelph, Ontario this 25th day of March, 2002

On behalf of the Board

On Behalf of the Union



Chairperson of the Board



Director of Education

LETTER OF INTENT

Between

Upper Grand District School Board
and
The Ontario Secondary School Teachers' Federation
Representing District 18
Occasional Teachers employed by the Board in the Secondary Panel

RE: PROVISION OF INFORMATION


As part of the continuing implementation of the Board's automated payroll system (SDS system) the Board will provide the following information when available:

- 1) a letter stating the total number of days of short-term and long-term occasional teaching days for the previous school year;
- 2) information on the occurrence of absences among secondary school teachers, including a breakdown of the length of absences.

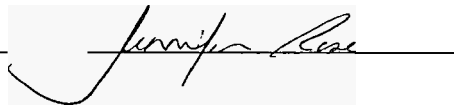
When available, the above information will be provided to the Bargaining Unit by September 15th each year.

Dated at Guelph, Ontario this 25th day of March, 2002

On behalf of the Union



On behalf of the Board



LETTER OF INTENT

Between

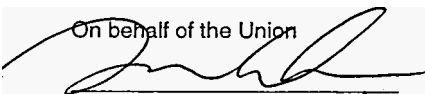
Upper Grand District School Board
and
The Ontario Secondary School Teachers' Federation
Representing District 18
Occasional Teachers employed by the Board in the Secondary Panel

RE: DISTRIBUTION OF WORK

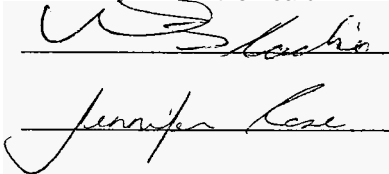
The Parties agree to convene a Labour/Management Co-operative Committee meeting as soon as possible following ratification of the collective agreement to discuss the daily rate of pay in relation to the work assignment.

Dated at Guelph, Ontario this 25th day of March, 2002

On behalf of the Union



On behalf of the Board



OFFICE OF
MAY 30 2002
COLLECTIVE BARGAINING
INFORMATION

FILE No.	801 061D
CERT. FILE	
CERT. DATE	
TOTAL EMPS	250
REF. DATE	01 JAN -98
EXP. DATE	31-AUG-01
CURR. CONTROL	DATE OF SR
CERT. NUMBER	
REMARKS	
UNION	EMPLOYER
OTHER	