

**A COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD**

**AND**

**O.S.S.T.F., DISTRICT 21 - SECONDARY OCCASIONAL TEACHERS**

**Effective from September 1, 2008 up to and including August 31, 2012**

**12670 (04)**

## TABLE OF CONTENTS

Article #	Subject Matter	Page(s)
1	Recognition	1
2	Purpose	1
3	Definitions	1 - 2
4	Duration, Renewal and Continuation	2
5	Management Rights	2
6	Union Dues Check off	2 - 3
7	No Strike or Lockout	3
8	Rates of Pay	3 - 4
9	Benefits	4 - 5
10	Working Conditions	5 - 6
11	Evaluations	6
12	Medical Procedures	6
13	Occasional Teacher List	6 - 8
14	Grievance Procedure	8 - 10
15	Teacher Files	11
16	Just Cause	11
17	Short term Leaves of Absence	11 - 13
18	Pregnancy Leave	13 - 14
19	Cancellations/School Closures	14
20	Occupational Health and Safety	14 - 15
	Director's Letter Provision of Keys	16

## **Article 1 – Recognition**

- 1.01 The Board recognizes the Ontario Secondary School Teachers Federation (OSSTF) as the bargaining agent to negotiate on behalf of its members employed by The Hamilton-Wentworth District School Board and assigned as Occasional Teachers in the Secondary panel.
- 1.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 1.03 The Board also recognizes the right of the Bargaining Unit to authorize O.S.S.T.F. or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 1.04 The Board further recognizes the right of the Bargaining Unit to represent a teacher at any meeting where the teacher is placed under review.

## **Article 2 – Purpose**

- 2.01 The parties to this Agreement shall make every effort to maintain a harmonious relationship between the Board and its occasional teachers and shall co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.
- 2.02 It is the purpose of this Agreement to make herein provisions for salaries, benefits and those conditions of employment as specified in this Agreement, and to provide for an orderly method of settling grievances which may arise from time to time.
- 2.03 There shall be no discrimination by the parties against a teacher because of race, ancestry, place of origin, colour, ethnic origin, creed, sex, age, sexual orientation, record of offences, marital status, family status or handicap in accordance with the Ontario Human Rights Code.

## **Article 3 – Definitions**

- 3.01 “Occasional Teacher” shall bear the meaning given it in the Education Act, as amended from time to time.
- 3.02 Effective September 1, 2008, for the purposes of this Agreement, a “Long Term Occasional Teacher” shall mean an Occasional Teacher who is employed for a period of **ten (10)** or more consecutive teaching days as a replacement for one teacher employed under permanent or probationary status.
- 3.03 A Short Term Occasional Teacher means an Occasional Teacher other than a Long Term Occasional Teacher.
- 3.04 “Director” means the Board’s Director of Education and Secretary.
- 3.05 Superintendent” means such Superintendent as may from time to time be assigned by the Board.
- 3.06 For the purpose of this Agreement, “Employee” shall be defined as an Occasional Teacher who is a member of the bargaining unit.

#### **Article 4 – Duration, Renewal and Continuation**

- 4.01 This Agreement shall remain in force from September 1, 2008 up to and including August 31, 2012 and shall thereafter continue for a period of one (1) year unless either party shall give notice to the other not more than ninety (90) days prior to the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date. In the event that either party does give such notice, the parties will meet to negotiate within thirty (30) days after the giving of such notice.
- 4.02 Notwithstanding the period of notice cited in 4.01, either party may notify the other, in writing with the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 4.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 4.02, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 4.04 Any amendment of this Agreement shall be made in writing by mutual consent of the parties.
- 4.05 In the event that the Federal and/or Ontario Government should pass legislation during the life of this Agreement which would have the effect of altering or modifying any part of this Agreement, the parties shall meet and in good faith, make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the contract shall continue in effect of the duration of the Agreement.

#### **Article 5 – Management Rights**

- 5.01 Save and except to the extent specifically modified or curtailed by any provision of this Agreement, the right and responsibility to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- 5.02 The Board agrees that it will not exercise any of its rights in a manner inconsistent with the express provisions of this Agreement and the statutes and regulations governing employment and education in the Province of Ontario.

#### **Article 6 – Union Dues Check off**

- 6.01 All bargaining unit employees shall become and remain members of the Union.
- 6.02 On each pay date on which an employee is paid the Employer shall deduct from each employee 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.
- 6.03 The OSSTF dues deducted as per 6.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the thirty (30) days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, the number of days worked, salary for the period, and the amounts deducted.
- 6.04 Dues specified by the Bargaining Unit in 6.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 21, Hamilton-Wentworth at the OSSTF District 21 office no later than

the thirty (30) days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, the number of days worked, salary for the period, and the amounts deducted.

- 6.05 The Board shall provide to the Union, by October 1<sup>st</sup> of each year, a letter stating the total number of days of secondary occasional teaching for the previous school year.
- 6.06 In consideration of the Board's deducting the monthly contributions, the Bargaining Unit undertakes and agrees to indemnify and save harmless the Board from any and all claims, demands, actions, liability, loss, damages, costs and expenses which the Board may hereafter incur, suffer or be required to pay by means of having made said deduction or deductions.

### **Article 7 – No Strike or Lockout**

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

### **Article 8 – Rates of Pay**

- 8.01 Effective **September 1, 2008**, the daily rate of a short term occasional teacher shall be calculated as 1/194 of the Secondary teacher's salary grid Category 1 Year 0.

Non-certified short term occasional teachers shall be paid at 75% of the applicable qualified rate above.

Rates include statutory holiday pay and vacation pay. The daily rate shall be pro-rated for part-time assignments.

- 8.02 A Long Term Occasional Teacher shall be paid on the secondary salary grid for probationary or permanent teachers in accordance with his/her qualifications approved teaching experience, prorated per day based on the annual grid salary divided by the total number of teaching days in the school year.
- 8.03 (a) Category placement based on the qualifications of a long-term occasional teacher shall be determined under the current OSSTF Certification Chart.
- (b) Increment - Effective first of the month following date of ratification, allowance for an additional year of teaching experience on the salary grid for a long term Occasional Teacher shall be granted for each complement of one hundred (100) days of occasional teaching completed in one school year. Placement on the salary grid based on the number of years of approved teaching experience shall be determined as of September 1st of the school year.
- (c) Grid Placement – Approved teaching experience shall be determined September 1<sup>st</sup> of the school year and shall include teaching experience as a certified probationary or permanent teacher, a long term occasional teacher with another Board, a long term occasional teacher with The Hamilton-Wentworth District School Board and its predecessor Board, which has been performed in an Ontario elementary or secondary school day program plus other teaching experience if deemed equivalent by the Director of Education or designate.
- (d) A full-time equivalency shall be established by totaling the number of months of

teaching experience and dividing by ten (10) to determine the number of years of teaching experience. Any remainder of five (5) months or more shall be counted as a full year.

Part-time teaching experience shall be prorated in the same proportion that the part-time experience bears to full-time experience.

8.04 (a) An Occasional Teacher shall be paid no later than the fifteenth (15) day of the month following for the preceding month.

(b) Long Term Occasional teachers who are confirmed in a Long Term Occasional contract of four (4) months or greater as of August 15<sup>th</sup> for the start of the current school year or as of January 15<sup>th</sup> for the start of the second semester in the current school year shall receive ten (10) days pay at the Short Term Occasional daily rate of pay on the first mid month pay in i] September for the first semester or ii] February for the second semester. The monies in i] and/or ii] shall be deducted from the first regular pay received in the applicable semester.

8.05 (a) A Long Term Occasional Teacher shall be paid in accordance with his/her qualifications and approved teaching experience according to Article 8.03. The pay shall be based on the annual grid salary of the OSSTF, District 21 Collective Agreement and shall be retroactive to the first day of the assignment. Retroactive payment shall be limited to the academic year in which the assignment commenced and to Long Term Occasional Teachers who are teaching in the assignment during the period to which the retroactive increase applies.

(b) A Long Term Occasional Teacher shall be paid at Year 0, Category 1 until such time as he/she provides proof of a higher category classification. The appropriate adjustments shall be made retroactive to the date on which the employment commenced providing the occasional teacher is in the assignment when the Board receives the documents. If the submission of the Rating Statement is likely to be delayed beyond the end of the assignment listed above, and is beyond the control of the teacher, the teacher is required to notify the Human Resources Department in writing, giving the reason for the delay.

(c) Notwithstanding (a) above, in the event a new collective agreement is ratified for statutory teachers which provides for retroactive pay increases, such retroactivity shall also apply to the pay of those Long Term Occasional Teachers who were teaching a Long Term Occasional Assignment during the period to which the retroactive increase applies.

8.06 If an Occasional Teacher is assigned to substitute for a Continuing Education Teacher teaching credit courses in evening and/or summer school programs, the Occasional Teacher shall be paid the prevailing rate of pay for such assignment.

8.07 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

8.08 In the event of restructuring within the school, the Board may terminate the assignment of a Long Term Occasional Teacher after having provided five (5) school day's advance notice.

## **Article 9 – Benefits**

9.01 Effective September 1, 2008, a Long Term Occasional Teacher shall be paid an additional **\$7.00** per day taught in lieu of benefits. The amount shall be paid on each pay period.

9.02 A Long Term Occasional Teacher hired for four (4) or more months may elect to be enrolled in the Board's benefit plans for secondary contract teachers for Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance, provided:

- (i) the Board knows in advance that the assignment will be for four (4) or more months in duration,
- (ii) the teacher pays the full premium cost, deducted through payroll deductions, and
- (iii) the teacher's coverage shall be cancelled at the completion of the long-term assignment.

Those Long Term Occasional Teachers who commence an assignment the first teaching day following the March Break will be eligible to be enrolled in the benefit plans.

9.03 During regular Occasional Teacher List sign-up procedures, new teachers shall be enrolled in the Teachers' Pension Plan. New teachers already in receipt of a Teachers Pension Plan pension may sign a waiver form if allowable.

**Article 10 – Working Conditions**

10.01 (a) A Long Term Occasional Teacher's maximum number of supervision/on-call duties shall be prorated in the same proportion that the number of days of the Long Term Teacher's assignment bears to the number of school days in a semester. On-call/supervision duties shall be assigned in the same manner as a contract teacher.

- (b) Supervision/on-call duties shall not be assigned to a Long term Occasional Teacher on any day when the teacher is assigned the fourth class.

10.02 If a Short Term Occasional Teacher is required, the teacher's pay shall be prorated according to the number of periods covered, as:

One, one and one-half period coverage	= 1/3 day's pay
Two, two and one-half period coverage	= 2/3 day's pay
Three, three and one-half period coverage	= full day's pay

An occasional teacher may be assigned up to three and one-half periods per day except when replacing a teacher who is scheduled for four (4) classes and therefore, the occasional teacher will be assigned the four (4) classes.

10.03 The Principal or designate shall ensure that each Occasional Teacher has reasonable access to classrooms, records, current seating plans, supplies, safety clothing where required, and all other amenities necessary to perform the duties assigned. (See Attached Letter to Principals)

10.04 The Principal or designate shall arrange to provide space on a bulletin board for the Union to post notices relating to matters of interest to the Occasional Teachers.

10.05 The Principal or designate shall ensure that notices from the Board pertaining to Occasional Teachers shall be placed in the appropriate section of the bulletin board.

10.06 As part of sign-up procedures newly hired occasional teachers shall receive a copy of the Collective Agreement from the Employer when they are placed on the Occasional Teacher's List. The Union shall provide the required copies of the Agreement to the Board for distribution.

10.07 The Board agrees to continue its practice of maintaining the Short Term Occasional Teacher in the assignment if it turns into a Long Term Occasional assignment providing the teacher is qualified and has performed his/her duties to the satisfaction of the Principal.

10.08 Long term occasional positions known at least fifteen (15) school days in advance, of one (1) semester or more duration, will be posted to the Board's web site for three school days.

## **Article 11 – Evaluation**

- 11.01 Any criteria established by the Board, or modification to existing procedures, for evaluation of Occasional Teachers shall be developed in consultation with the Union (Occasional Teachers' Branch).
- 11.02 An evaluation of an Occasional Teacher may be made at the discretion of the School Principal or Vice-Principal or appropriate Supervisory Officer.
- 11.03 Where the evaluation involves observation of the Occasional Teacher's classroom teaching, the Occasional Teacher will, under normal circumstances, be given two day's prior notice.
- 11.04 Any evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher. The evaluation report shall be made to the Occasional Teacher at the earliest possible opportunity, but not later than five (5) working days from the date of evaluation.
- 11.05 The Occasional Teacher will be given an opportunity to read the evaluation, to sign it and to make any written comments the Occasional Teacher so desires. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.

## **Article 12 – Medical Procedures**

- 12.01 Except in a medical emergency, the Board shall not require any teacher to administer medication, perform any medical/physical procedures or examine students for communicable conditions or diseases. No teacher shall be liable if the teacher volunteers to assist the Principal/Vice-Principal in a medical emergency.

## **Article 13 – Occasional Teacher List**

- 13.01 The Board shall maintain through the Substitute Employee Management System all Occasional Teachers who have been approved by the Board to teach in the secondary panel; certified and non-certified. The information contained by SEMS shall include each Occasional Teachers' name, address, phone number, certification and subject area in which the occasional teacher is capable of teaching.
- 13.02 An up-to-date Occasional List shall be sent to the Union and the work sites the first day of school in September, November 1, and March 1 of each academic year. The changes due to additions or deletions made to the list between these dates shall be sent to the Union and the work sites as soon as possible.
- 13.03 Occasional Teachers shall notify the Human Resources Officer responsible for secondary staffing in writing of any changes of address, telephone numbers, qualifications, etc.
- 13.04 An Occasional Teacher who accepts a full-time probationary status with another Board shall advise the Human Resources Officer responsible for secondary staffing to remove his or her name from the active list.
- 13.05 Prior to being placed on the Occasional Teacher List, an applicant must submit to the Human Resources Officer responsible for secondary staffing proof of certification and/or other documentation required by the Board.



13.06 Prior to being placed on the list, an applicant must successfully complete an interview with Board assigned personnel.

13.07 The number of teachers on the Secondary School Occasional Teacher list shall not exceed three hundred (300) who are available for daily occasional teaching. The three hundred (300) cap shall be exclusive of long-term occasional teachers and occasional teachers on leave. Retirees shall be counted as follows:

95 day limitation	.5 f.t.e.
20 day limitation	.2 f.t.e.

At the beginning of and throughout a school year the cap may exceed three hundred (300) by teachers returning from long term occasional teaching assignments and those teachers returning from a leave of absence providing the teacher sends a reactivation form to the Human Resources Officer by June 30<sup>th</sup> of the existing school year. The Board will not hire to supplement the occasional teacher list unless the number of teachers available for daily occasional teaching is below three hundred (300). Supporting documents include proof of certification, membership in Good Standing with the Ontario College of Teachers and all other documents required by legislation including Offence Declarations and Workplace Hazardous Materials Information System.

13.08 A person's name may be removed from the Occasional Teachers' List for one or more of the following reasons only:

1. The person has obtained full-time employment as a teacher on probation or permanent status, or
2. The person has not been paid or been assigned occasional teaching duties in secondary schools of this Board for at least three (3) days during the previous school year, in day school, or home instruction (5 ½ hours equates to one day), or
3. Failure of a person to complete and return the Reactivation Form and required documents as listed above in 13.07 (c) to the Human Resources Officer by June 30<sup>th</sup> for inclusion on the list for the following school year, or
4. The person has made a written request to the Human Resources Officer responsible for secondary staff that the person's name be removed from the list.
5. Failure of a person to register with the Substitute Employee Management System.
6. Just Cause.

13.09 Prior to a person's name being removed from the List for the reasons stated above, the Board shall inform the person by mail that his or her name will be removed, stating the reasons for such action.

13.10 Only a person whose name appears on the Secondary Teachers' List as provided in this article shall be used as an Occasional Teacher in the secondary worksites of the Board. A person who has completed the Board's pre-employment screening process and whose name will be added to the list by the end of the next work day, where possible, will be deemed to be included on the List.

13.11 The Board shall provide Reactivation Forms in all secondary schools and at the Human Resources Department at the Board Office April 1<sup>st</sup> of each year.

13.12 An Occasional Teacher must complete and return a reactivation form and required documents listed above in 13.07 (c) to the Human Resources Officer by June 30<sup>th</sup> to be included on the Occasional Teachers' List for the next year.

13.13 An Occasional Teacher who provides notification within the Substitute Employee Management System that he/she will be unavailable for assignments for a defined period of time up to the end of the current school year shall be considered unavailable for that period of time. If the occasional teacher's absence extends for the entire school year, the occasional teacher will be required to complete and return a reactivation form and required documents to the Human

Resources officer by June 30<sup>th</sup> in order to be considered available for assignment for the next school year.

- 13.14 When the Occasional Teacher applies to the reactivation notice sent out under Article 13.12, he/she will be given the opportunity to indicate interest in long term occasional, full or part-time secondary teaching with the Board. Occasional teachers who are added to the list will likewise be given the opportunity to indicate interest in such positions.
- 13.15 The Occasional Teacher's name will remain on the active Occasional Teacher's List with a notation that the Occasional Teacher is unavailable for assignment. When the leave expires, the notation of leave will be removed. All Occasional teachers on statutory leave must re-activate their names, and if the leave is still in effect in September, the notation of leave will remain on the Occasional Teacher List until the leave expires.

#### **Article 14 – Grievance Procedure**

##### 14.01 Definitions

- (a) "Grievance" shall mean a difference arising from the interpretation, application, administration or alleged violation of the agreement.
- (b) "Party" shall be defined as -
  - (i) The Bargaining Unit
  - (ii) The Board
- (c) "Day" shall be deemed to exclude Saturdays, Sundays, Statutory Holidays, Christmas Break, the Mid-Winter Break, and Summer Holidays.
- (d) Notwithstanding the above, a grievor may elect to commence or proceed with a grievance during the summer holidays by giving written notice to the respondent party to that effect, prior to June 30. The provision for timelines shall be contingent upon availability of supervisory officers and other management personnel
- (e) "Grievor" shall mean -
  - (i) an individual employee, or
  - (ii) a group of employees having the same grievance, or
  - (iii) the Bargaining Unit acting on its own behalf
  - (iv) the Board acting on its behalf.

##### 14.02 Grievance Procedure

The Board and the Bargaining Unit agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the means under this collective agreement to be utilized by the grievor for the prompt disposition, decision, and final settlement of a grievance, and the specifically designated procedure shall be followed. Wherever the term grievance procedure is used, it shall be considered as including the arbitration procedure.

- 14.03 A member shall have present a representative from OSSTF, District 21 Secondary Teachers to assist the Member at any stage of this grievance and arbitration procedure.

- 14.04 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance.

- 14.05 Notwithstanding Article 14.04 above, time restrictions may be extended if mutually agreed to in writing.

##### 14.06 Informal Stage

The Bargaining Unit, or a Member, with the concurrence of the Bargaining Unit, may initiate a complaint with the immediate supervisor, who shall respond to the complaint within five (5) days of the receipt of the complaint.

14.07 The Bargaining Unit may pursue a grievance at this stage to the Human Resources Officer responsible for secondary staffing, who shall respond to the complaint within five (5) days of the receipt of the complaint.

14.08 If the immediate supervisor or the Human Resources Officer responsible for secondary staffing does not settle the matter to the grievor's satisfaction within five (5) days, the grievor's written grievance shall be processed commencing at Step One of the Formal Grievance Procedure.

14.09 Formal Stage  
Step One (1)

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a grievance in writing to the Human Resources Officer responsible for Secondary Staffing. The Human Resources Officer responsible for Secondary Staffing shall arrange a meeting with the Superintendent responsible for Secondary Staffing to hear the grievance. A meeting will be held between the Superintendent, the grievor and a representative of the Bargaining Unit within ten (10) days of the presentation of the grievance to the Superintendent. The Superintendent shall give the grievor a reply within five (5) days. If the Superintendent's reply is not satisfactory to the grievor, the grievor may proceed to Step 2 within five (5) days of receipt of such answer.

14.10 The grievance shall contain:

- (a) a description of how the alleged dispute is in violation of the Agreement,  
and
- (b) the clauses in the Collective Agreement alleged to be violated, and
- (c) the remedy sought, and
- (d) the signature of the duly authorized official of the Bargaining Unit

14.11 Step Two (2)

At this step the Human Resources Officer responsible for secondary staffing shall refer to the written grievance to the Director of Education or the Director's designate within the aforesaid five (5) days of receipt of the written decision at Step One, but not thereafter. A meeting shall be held within five (5) days between the Director of Education or designate and the representative of the Bargaining Unit together with the grievor. The Director shall respond to the grievance within five (5) days of such meeting. If the written reply is not satisfactory to the representative of the Bargaining Unit and the grievor, then the next step of the grievance procedure must be taken within twenty (20) days of the receipt of the written decision, but not thereafter.

14.12 Step Three (3)

If the reply of the Board is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

14.13 Grievance Mediation

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 resolution is to be reached.

14.14 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.

14.15 Arbitration

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

(b) The parties may agree on the appointment of a single arbitrator who shall have the same powers and be subject to the same limitations as an arbitration board.

14.16 The Board of Arbitration shall not be authorized to add, delete, modify or otherwise amend the provisions of this Agreement, nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter not specifically assigned to it by the notice to arbitration in Step No. 3 of Article 14.12. It is understood and agreed that in adjudicating a discharge or discipline grievance, an Arbitration Board may substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable.

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

14.18 (a) An Occasional Teacher whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Teacher had been at work and such attendance shall be without loss of benefits, sick leave, seniority or any other rights and benefits that might otherwise accrue to the Teacher. The Teacher shall not be paid for any day that does not fall within the Teacher's regular work period.

(b) An Occasional Teacher who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

14.19 There shall be no discrimination against an Occasional Teacher because of the Occasional Teacher's participation in the grievance and arbitration procedure.

#### Bargaining Unit's Policy Grievance or Group Grievance, or Board Grievance

##### 14.20 Informal Stage

If a complaint arises between the Board and the Bargaining Unit under this Agreement, representatives of the Board as designated by the Superintendent responsible for secondary staff and representatives of the Bargaining Unit as designated by its President shall first discuss the matter in an endeavour to resolve the complaint. Such a meeting shall take place within ten (10) days from the time the circumstances upon which the complaint is based were known or should have been known. If the matter is not settled at the informal stage, the grieving party shall proceed to the formal stage of the grievance procedure.

##### 14.21 Formal Stage

If the complaint referred to above has not been satisfactorily resolved, a Bargaining Unit policy grievance or group grievance, or a Board grievance shall be submitted to the Board or the Bargaining Unit, as the case may be, in writing by the grievor within twenty (20) days from the time the circumstances upon which the problem is based were known or should have been known. A meeting between the Board and the Bargaining Unit shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Articles 14.09 - 14.12 above. The Board or the Bargaining Unit, as the case may be, shall give its written decision within ten (10) days of such meeting.

14.22 If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within 20 days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

### **Article 15 – Teacher Files**

- 15.01 An Occasional Teacher shall have access to examine the teacher's personnel file upon prior arrangement with the Human Resources Department.
- 15.02 Upon request an Occasional Teacher shall receive a copy of any material contained in such file.
- 15.03 An Occasional Teacher shall have the right to contest in writing the accuracy of such information and have the same recorded in the Occasional Teacher's file.
- 15.04 Errors in the information will be corrected and, whenever necessary, the Board will notify all parties concerned in accordance with the Municipal Freedom of Information and Protection of Privacy Act (Bill 49).

### **Article 16 – Just Cause**

- 16.01 No Occasional Teacher shall be disciplined or discharged without just cause.
- 16.02 An Occasional Teacher shall be accompanied by a representative of the Bargaining Unit at any disciplinary meeting that may be called by Management to which the occasional teacher is invited. The representative of the Bargaining Unit may represent the occasional teacher subject to the occasional teacher's approval.
- 16.03 Each teacher shall be provided in writing with all derogatory notations or disciplinary action, which is placed in the teacher's file. Any comments or rebuttal the occasional teacher wishes to make pursuant to any derogatory or disciplinary action shall be inserted in the file.
- 16.04 Upon written request of the occasional teacher, a written warning or other disciplinary action may be removed from an occasional teacher's personnel file after two (2) years providing the personnel record has been free from any written warning or other disciplinary action during the intervening period. Such request shall be submitted in writing to the Human Resources Officer responsible for secondary staffing.

### **Article 17 – Short Term Leaves of Absence**

#### **Bereavement Leave**

17.01 A Long Term Occasional Teacher shall be granted bereavement leave in accordance with the following:

(a) For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the Occasional Teacher or the Occasional Teacher's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) working days. The absence on the day of death is not included in the calculation of the leave.

(b) For absence occasioned by the death of other relatives of the Occasional Teacher or the Occasional Teacher's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) working days. The absence on the day of death is not included in the calculation of the leave.

(c) For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending the funeral.

(d) The Manager of Employee Relations may grant one (1) additional day.

Note: It is understood bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

#### Attendance at Court or Tribunal

17.02 A Long Term Occasional Teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he or she is not a party or one of the persons charged and shall be paid the applicable earnings under Article 8. It is understood that such payment by the Board shall only be made for the period of time the Occasional Teacher would have been otherwise employed on the occasional teaching assignment.

#### Quarantine

17.03 A Long Term Occasional Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon his or her duties. It is understood that such payment by the Board shall only be made for the period of time the Occasional Teacher would have been otherwise employed on the occasional teaching assignment.

#### Paternal Leave

17.04 For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant a Long Term Occasional Teacher, upon written request, a leave of absence for a period not exceeding two days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the teacher's sick leave credit account.

#### Holy Days

17.05 Leave shall be granted with pay and without deduction of sick leave credits to a long-term occasional teacher for recognized religious holy days.

#### Special Leave and Personal Leave Days

17.06 A long term occasional teacher who has been in a continuous assignment for ninety-seven (97) school days shall be granted:

- (a) Special Leave – A long term occasional teacher may be allowed a special leave(s) of absence for compassionate reasons, subject to the approval of the Manager of Employee Relations for a period of two (2) days after the first ninety-seven (97) days in any one assignment but in no case shall the special leave be greater than three (3) days in any one academic year. Such leave will be without loss of salary and will be deducted from the teacher's sick leave credit account.
- (b) Personal Leave - A long term occasional teacher shall be granted a leave of absence for personal reasons up to a maximum of one (1) day after the first ninety-seven (97) days in any one assignment but in no case shall the leave be greater than two (2) days in any academic year. Such leave shall not abut a holiday. Such leave will be without loss of salary and will be deducted from the teacher's sick leave credit account.

#### Sick Leave

17.07 A long term occasional teacher shall be entitled to two (2) days sick leave credits (pro-rated if less than full-time) per teaching month or partial month to cover absence from work without loss of pay for reasons of personal illness. Sick leave shall be cumulative from one long-term assignment to

another within the same school year. Sick leave credits shall not be accumulative beyond June 30<sup>th</sup> of the school year.

17.08 If a Long Term Occasional Teacher continues in the same assignment in the following the school year then the employee shall carry forward as a credit any accumulated sick leave balance as of the preceding June 30<sup>th</sup>.

17.09 To qualify for sick leave, a teacher who is absent from the teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board.

17.10 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 accumulated sick leave balance as of the preceding June 30<sup>th</sup>.

17.11 Upon two (2) weeks request, the Board shall grant a leave of absence for a total of twenty (20) days per school year to a member(s) of the Bargaining Unit who is/are required for federation duties by the Provincial OSSTF or the District 21 Office. Under unusual circumstances, where two (2) weeks notice cannot be provided, the release of the teacher shall be by mutual agreement between the Superintendent responsible for Secondary School Staffing and the President of the Secondary Occasional Teachers District 21. The Federation shall reimburse the Board the occasional teacher's rate of pay.

## **Article 18 – Pregnancy Leave**

### **18.01 Pregnancy Leave**

Pregnancy Leave shall apply only to Occasional Teachers who are employed in a Long Term Occasional assignment at the time of commencement of the pregnancy leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had she not a pregnancy leave.

18.02 Pregnancy Leaves granted under the provisions of this Article shall be in accordance with the provisions of *The Ontario Employment Standards Act, R.S.O. 2000*, as amended.

18.03 The Board shall grant to a pregnant Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than the day of birth.

18.04 Requests for Pregnancy Leave shall be made in writing to the Human Resources Officer responsible for secondary staffing as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.

18.05 The written request for a Pregnancy Leave shall contain:

- (a) the start date of the Pregnancy Leave, and
- (b) the end date of the Pregnancy Leave.

### **18.06 Parental Leave**

For the purpose of Parental Leave, parents shall be defined as one of the following:

- (a) natural father or mother
- (b) adoptive father or mother
- (c) any person in a relationship of some permanence with the parent of the child

18.07 Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:

- (a) the birth of the child; or
- (b) the coming of the child into custody, care and control of a parent for the first time.

18.08 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

18.09 A Long Term Occasional Teacher shall be entitled to a statutory pregnancy/parental leave as outlined in *The Ontario Employment Standards Act, R.S.O. 2000*, as amended.

18.10 A Long Term Occasional Teacher who goes on pregnancy/parental leave who has qualified and paid the full premium cost for benefits shall have the option of maintaining those benefits to the original date of completion of the assignment or reimbursement of the premiums remaining. If the reimbursement option is elected, the teacher will notify the Human Resources Officer responsible for secondary staffing, in writing, within 10 days of taking the leave.

### **Article 19 – Cancellations/School Closures**

#### Occasional Teacher's Services Not Required

19.01 An occasional teacher who is engaged for an assignment, who reports, and who finds his or her services are not required shall be paid for the length of the assignment and shall be given an assignment for that period of time.

#### Lates

19.02 An occasional teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he or she arrives within two hours of receiving such late request.

#### Emergencies

19.03 Where the Board authorizes the closing of a school during regular school hours, an Occasional Teacher will receive the appropriate salary for the balance of the scheduled assignment.

#### Cancellations

19.04 Exclusive of school closures due to inclement weather, the Board shall give a minimum of three (3) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without three hours notice, the Board shall pay the occasional teacher for that assignment in accordance with Article 19.01. In the event of school closures due to inclement weather, the occasional teacher, as a Board employee, will be covered by Board Policy.

19.05 In all cases where an occasional teacher receives pay under this Article, the time for which the occasional teacher is paid shall be treated in all other respects as if it were time worked.

19.06 An occasional teacher shall not abandon one assignment for another without giving SEMS twenty-four (24) hours notice unless an arrangement can be made between the schools involved.

### **Article 20 – Occupational Health and Safety**

20.01 In accordance with the Occupational Health and Safety Act the Board agrees to carry out its duties and responsibilities to provide a safe and healthful workplace.

20.02 The Board and the Bargaining Unit agree that the Guidelines for the Structure and Function of the School Joint Health and Safety Committee shall be attached to the Collective Agreement for information.



20.03 A certified Health and Safety representative from the Occasional Teachers' Branch shall have release time to attend Joint Health and Safety Committee meetings and do the required inspections as outlined by the Joint Health and Safety Committee.

20.04 The certified Health and Safety representative shall be paid at his/her current daily rate, as per Article 8, when performing the duties.

**Dated at Hamilton this \_\_\_\_\_ day of April 2009.**

**ON BEHALF OF THE BOARD**

**ON BEHALF OF OSSTF DISTRICT 21**

---

---

---

---

---

---

---

---

---

---

TO: All Secondary School Principals

Re: Secondary Occasional Teachers' Collective Agreement

During the recent set of negotiations between the Hamilton-Wentworth District School Board and the Secondary Occasional Teachers, the Union requested that Article 10.03 have included in it the provision of keys to Occasional Teachers for the classrooms in which they will be working.

For various reasons the Board would not agree to this particular request. Therefore, it is important that the onus of responsibility for security of the classrooms not be placed on those Occasional Teachers teaching in your school.

Your co-operation in this regard would be greatly appreciated.

For clarity on this issue, the parties agreed that a copy of this letter would be attached to the Collective Agreement.

Yours truly,

Merv Matier,  
Director of Education and Secretary.

c. – Jennifer MacLean, Chief Negotiator, OSSTF, Secondary Occasional Teachers  
Joe Hirschegger, Chief Negotiator, OSSTF, Secondary Teachers