

Collective Agreement

Between



**The Ontario Secondary School Teachers' Federation
representing
All Occasional Teachers employed in the Secondary Panel of the
Board
(herein called the "The Union")**

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And



**The Upper Canada District School Board
(herein called "Employer" or "Board")**

**September 1st, 2004
to
August 31st, 2008**

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ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - SCOPE AND RECOGNITION.....	1
ARTICLE 3 - DEFINITIONS.....	1
ARTICLE 4 - TERM OF AGREEMENT.....	1
ARTICLE 5 - UNION MEMBERSHIP AND DUES.....	2
ARTICLE 7 - OCCASIONAL TEACHERS' LIST.....	4
ARTICLE 8 - COMPENSATION.....	5
ARTICLE 9 - CONDITIONS OF WORK.....	9
ARTICLE 10 - JOB POSTINGS AND NOTICES.....	10
ARTICLE 11 - LEAVES OF ABSENCE.....	11
ARTICLE 12 - UNION BUSINESS LEAVE.....	12
ARTICLE 13 - PREGNANCY AND PARENTAL LEAVE.....	12
ARTICLE 14 - GRIEVANCE ARBITRATION PROCEDURE.....	14
ARTICLE 15 - ACCESS TO INFORMATION AND EVALUATIONS.....	15
ARTICLE 16 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION.....	16
ARTICLE 17 - MEDICAL PROCEDURES.....	16
ARTICLE 18 - SERVICES NOT REQUIRED.....	17
ARTICLE 19 - PAID SICK LEAVE.....	17
ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY.....	17
ARTICLE 21 - STRIKES AND LOCKOUTS.....	17
ARTICLE 22 - CORRESPONDENCE.....	17
ARTICLE 23 - PROFESSIONAL ACTIVITY DAYS.....	17
ARTICLE 24- ELECTRONIC SUPPORT SYSTEM.....	18
ARTICLE 25 - EVALUATION OF TEACHER PERFORMANCE.....	18
ARTICLE 26 - SCHOOL YEAR.....	18
ARTICLE 27 - USE OF EMPLOYER PREMISES.....	18
ARTICLE 28 - CRIMINAL BACKGROUND CHECKS.....	18
LETTER OF UNDERSTANDING.....	21

ARTICLE 1 - PURPOSE

- 1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.
- 1.02 It is the purpose and intent of the Parties to this agreement to maintain harmonious relationships among the Employer, the Union, its committees and each occasional teacher member of the Union, and to co-operate to the fullest extent in an endeavor to provide the best possible educational services.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer being the Upper Canada District School Board, hereinafter referred to as "the Employer" recognizes the Ontario Secondary School Teachers' Federation, hereinafter referred to as "the Union" as the bargaining agent for all occasional teachers employed by the Employer in its secondary panel.
- 2.02 The Union will inform the Employer from time to time of who is authorized to act on behalf of the Union.
- 2.03 The parties mutually recognize the right of each to receive such assistance by counsel or agent in all matters pertaining to the negotiation and administration of this agreement as each deems necessary.
- 2.04 The Board and the Union agree to recognize District 26, Ontario Secondary School Teachers' Federation, hereinafter referred to as the "District", for the purpose of administration of this Collective Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 "Occasional teacher" shall mean an "occasional teacher" as defined in the Education Act.
- 3.02 Unless otherwise specified, "days" shall mean instructional days.
- 3.03 "Occasional Teacher List" shall mean a listing of all teachers qualified to teach in Ontario who have been accepted by the Employer to teach as occasional teachers both on a casual and long-term basis, in the secondary panel.
- 3.04 When required by the context, the singular shall include the plural and the masculine shall include the feminine.
- 3.05 "Long Term Occasional Teacher" shall mean an occasional teacher who is required to teach for a period of fifteen (15) or more consecutive teaching days as a substitute for the same teacher.
- 3.06 "Casual Occasional Teacher" shall mean an occasional teacher who is not a long term occasional teacher.

ARTICLE 4 - TERM OF AGREEMENT

- 4.01 This collective agreement shall come into force and take effect on September 1, 2004 and shall remain in full force and effect until August 31, 2008, and from year to year thereafter, unless either party notifies the other party in writing as to its desire to renew this Agreement with or without modifications, or to make a new Collective Agreement.

- 4.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.
- 4.03 Amendments (deletions, additions or substitutions) to the clauses defined herein shall be made during the term of this Agreement only by mutual consent in writing of the parties. The parties agree to meet within twenty (20) days of receipt of notification from either party to discuss any proposed amendment(s).
- 4.04 There shall be no strike or lockout during the term of this agreement or its continuation in accordance with the Labour Relations Act.
- 4.05 The employer agrees that there will be no interference, restraint, coercion or discrimination practiced against employees on the ground of union membership or lawful union activity.
- 4.06 No occasional teacher shall be requested or required to perform the duties of any employee of the Employer who is engaged in a lawful strike.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

- 5.01 On each pay date on which an Occasional Teacher receives a pay cheque, the Employer shall deduct any dues or assessments levied by the Union in accordance with its constitution and/or by-laws.
- 5.02 Any amounts deducted in accordance with Article 5.01 above shall be remitted to the Treasurer of the Union or the Bargaining Unit as the case may be, by the fifteenth (15th) day of the month following the date of the deduction.
- 5.03 The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted, and the number of secondary occasional teaching days worked for each occasional teacher from whose wages the deductions have been made. The Employer shall provide this information in electronic form.
- 5.04 The Union shall indemnify and save the Employer harmless from any and all claims, demands, actions, liability, loss, damages, cost and expenses which the Employer may hereafter incur, suffer or be required to pay as a result of having made such deductions.
- 5.05 At the request of the Union, once annually, the Employer shall make the appropriate payroll deductions from an occasional teacher's pay for the purpose of a local Union levy. The Union shall indemnify and save the Employer harmless from any and all claims, cost and expenses which the Employer hereafter incur, suffer or be required to pay as a result of having made such deductions.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes that it is the exclusive right of the Employer to exercise the regular and customary functions of management and to direct the affairs of the Employer in all aspects subject only to the specific limitations of this Collective Agreement. This shall not preclude representations and consultations between the parties concerning matters not contained in this Collective Agreement.
- 6.02 a. An Occasional Teacher-Board Relations Committee shall be composed of three (3) members representing the Employer and three (3) members representing the Union.

- b. The initial meeting shall be held within thirty (30) days of the signing of the Collective Agreement, with subsequent meetings at the Committee's discretion. Reports will be at the Committee's discretion but shall be issued at least twice annually.
 - c. The Committee shall discuss issues of concern to either the Employer or the Union but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- 6.03 Each employee who is covered by this agreement agrees to permit the Employer to provide to the Union or to an authorized union representative any and all personal information concerning any such employee which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. With regard to any information so released or provided, the Union and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.
- 6.04 The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this collective agreement.
- 6.05 The Employer agrees not to penalize or discriminate against any occasional teacher for participating in the lawful activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.
- 6.06 There shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced against an employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, or handicap, or because of participation in the lawful activities of, or membership in the Union.
- 6.07 No occasional teacher shall be demoted, discharged, dismissed or disciplined without just and sufficient cause. Such cause shall be provided to the occasional teacher in writing. It is recognized that a lesser standard applies to the termination of an occasional teacher who has not completed twenty (20) or more full-time equivalent teaching days in a school year.
- 6.08 Where practicable, prior to the imposition of any action listed in Article 6.07 above, there shall be a meeting held between the occasional teacher and an Employer representative to discuss the matter. The occasional teacher shall have the right to have a representative of the Union present.
- 6.09 A long term occasional teacher shall be given five (5) days notice of the termination of the assignment in the event that the assignment is to be terminated prior to the originally identified termination date unless such termination is for cause. During such period, the Principal may assign the long term occasional teacher to other duties.
- 6.10 Upon written request, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this collective agreement

ARTICLE 7 - OCCASIONAL TEACHERS' LIST

- 7.01 a. The Employer shall furnish to the Union annually by September 30 a list of Occasional Teachers who are available for occasional teaching assignments in its secondary schools which shall include the following:
- name
 - address and postal code
 - telephone number
 - qualifications
 - preferences as to locations, if any
 - private e-mail address if available
- b. Applications to be included on the Occasional Teachers' list shall be in writing and directed to the Employer through the Administrator of Human Resources or designate. On approval and upon receipt of all the required documentation by the Board, the teacher's name will be added to the master list at the Board Office and the teacher will be informed in writing of their acceptance. Updates of that list will be sent monthly to the Union.
- 7.02 The Union shall be notified monthly of additions to or deletions from the list, and of any disciplinary action involving members of the Union. The Employer shall provide the Union with monthly statements listing the members who worked during the previous month and the amount of time worked.
- 7.03 An occasional teacher must be a member of the Ontario College of Teachers and be qualified to teach in Ontario to be eligible for inclusion on the occasional teacher list.
- 7.04 An occasional teacher shall notify the Human Resources Department of the Employer, in writing, of any changes of address and/or telephone number required by the Board to contact the occasional teacher regarding assignments. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach the teacher. Any notice sent by the Board to the address of the teacher which appears on the Board's Human Resources records shall be deemed to have been received by the teacher.
- 7.05 An occasional teacher's name shall be removed from the list for the following reasons:
- a. he/she is removed for just and sufficient cause;
 - b. he/she asks to have his/her name removed from the list;
 - c. by June 1st of each year, each listed Occasional Teacher shall be issued a request for confirmation of intent to be maintained on the list for the following school year. Those intending to remain available shall confirm such fact in writing to the Manager of Human Resources in care of the Board Office on or before June 30th of each year, failing which that person's name shall be struck from the list.
 - d. has not been employed by the Board for one (1) school year;
 - e. he/she will be immediately removed from their teaching duties and their employment terminated when the Board becomes aware they are not in good standing with the Ontario College of Teachers.
 - f. each teacher will keep the Human Resources Department informed, in writing, of his/her current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach a teacher and any notice sent by the Board to the address of the teacher which appears on the Board's Human Resources records shall be deemed to have been received by the teacher.

- 7.06 The Employer shall ensure that only Occasional Teachers on the List shall be called for assignments, except in unforeseen circumstances and emergency situations. The Employer shall forward, upon request of the Bargaining Unit President or designate, details surrounding when an unforeseen circumstances or emergency situation arose whereby an Occasional Teacher on the List was not given the assignment.
- 7.07 The maximum number of occasional teachers on the Occasional Teacher List shall be 200. If the number of occasional teachers available does not thereby meet the needs of the Employer, the Employer may add additional occasional teachers to the **list**.

ARTICLE 8 - COMPENSATION

- 8.01 A Casual Occasional Teacher who holds a valid Ontario Teaching Certificate shall be paid a daily rate as indicated below. Such daily rate is inclusive of vacation pay, statutory holiday pay, and allowance in lieu of benefits:

Date Effective	Per Diem (\$)
September 1, 2004	169.70 *no retroactive payment to be processed for the 2004-2005 school year
September 1, 2005	173.09
September 1, 2006	177.42
September 1, 2007	182.75
August 31, 2008	184.03

For pay calculation purposes, 3.0 periods or more (or the equivalent) shall be considered a full-time assignment. Under no circumstances shall an Occasional Teacher be paid more than 1.0 FTE daily rate for any day.

- 8.02 Remuneration paid to occasional teachers will be pro-rated for assignments to positions on less than a full-time basis, but in no circumstances will an occasional teacher be paid for less than one-half (½) day.

Notwithstanding the above, a part-time contract teacher with the Board that is assigned one period shall be remunerated for that period only. It is understood that the total of the assignment shall not exceed 1.0 FTE (1 period equals 0.31 for pay purposes).

- 8.03 Occasional teachers shall be paid every two (2) weeks, two (2) weeks in arrears, based on confirmed time sheets.
- 8.04 For all occasional teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address of the occasional teacher.

- 8.05 Long Term Occasional Teacher
- a. A Long Term Occasional Teacher shall be paid in accordance with the following salary grid effective the 1st day of the assignment. The grid rate as reflected below represents an annual salary based on the number of days in that school year, including vacation pay entitlement, holiday pay and allowance in lieu of benefits:

- b. Where an Occasional Teacher is hired for an unspecified period that extends beyond fifteen (15) consecutive days, or is hired for a period of less than sixteen (16) days but the assignment is extended beyond the fifteenth (15th) day, that teacher shall be considered to be a Long Term Occasional Teacher from the beginning of the assignment and shall be paid on that basis retroactive to the first day of the assignment.

Effective September 1, 2004

Years of teaching experience	Group 1	Group 2	Group 3	Group 4
0	\$36,782	\$37,772	\$39,682	\$42,081
1	38,759	39,952	42,218	44,974
2	40,736	42,236	44,755	47,870
3	42,715	44,519	47,293	50,763
4	44,692	46,802	49,830	53,659
5	46,670	49,086	52,742	56,557
6	48,647	51,369	55,653	59,459
7	50,930	53,651	58,565	62,359
8	53,213	55,936	61,477	65,259
9	55,850	58,576	64,730	68,557
10	58,484	61,218	67,981	71,855
11	61,119	63,859	71,232	75,154

Effective August 31, 2005

Years of teaching experience	Group 1	Group 2	Group 3	Group 4
0	\$37,940	\$38,962	\$40,932	\$43,406
1	39,980	41,210	43,548	46,390
2	42,019	43,566	46,164	49,377
3	44,060	45,921	48,782	52,362
4	46,099	48,276	51,399	55,349
5	48,140	50,632	54,403	58,338
6	50,179	52,987	57,405	61,331
7	52,534	55,340	60,409	64,323
8	54,889	57,697	63,413	67,314
9	57,609	60,420	66,768	70,716
10	60,326	63,146	70,122	74,117
11	63,044	65,870	73,475	77,520

Effective September 1, 2005

Years of teaching experience	Group 1	Group 2	Group 3	Group 4
0	\$38,699	\$39,742	\$41,751	\$44,275
1	40,780	42,035	44,419	47,318
2	42,860	44,438	47,088	50,365
3	44,942	46,840	49,758	53,410
4	47,021	49,242	52,427	56,456
5	49,103	51,645	55,492	59,505
6	51,183	54,047	58,554	62,558
7	53,585	56,447	61,618	65,610
8	55,987	58,851	64,682	68,661
9	58,762	61,629	68,104	72,131
10	61,533	64,409	71,525	75,600
11	64,305	67,188	74,945	79,071

Effective September 1, 2006

Years of teaching experience	Group 1	Group 2	Group 3	Group 4
0	\$39,396	\$40,458	\$42,503	\$45,072
1	41,515	42,792	45,219	48,170
2	43,632	45,238	47,936	51,272
3	45,751	47,684	50,654	54,372
4	47,868	50,129	53,371	57,473
5	49,987	52,575	56,491	60,577
6	52,105	55,020	59,608	63,685
7	54,550	57,464	62,728	66,791
8	56,995	59,911	65,847	69,897
9	59,820	62,739	69,330	73,430
10	62,641	65,569	72,813	76,961
11	65,463	68,398	76,295	80,495

Effective February 1, 2007

Years of teaching experience	Group 1	Group 2	Group 3	Group 4
0	\$39,948	\$41,025	\$43,099	\$45,704
1	42,097	43,392	45,853	48,845
2	44,243	45,872	48,608	51,990
3	46,392	48,352	51,364	55,134
4	48,539	50,831	54,119	58,278
5	50,687	53,312	57,282	61,426
6	52,835	55,791	60,443	64,577
7	55,314	58,269	63,607	67,727
8	57,793	60,750	66,769	70,876
9	60,658	63,618	70,301	74,459
10	63,518	66,487	73,833	78,039
11	66,380	69,356	77,364	81,622

Effective September 1, 2007

Years of teaching experience	Group 1	Group 2	Group 3	A4 / Gp4
0	\$41,147	\$42,256	\$44,392	\$47,076
1	43,360	44,694	47,229	50,311
2	45,571	47,249	50,067	53,550
3	47,784	49,803	52,905	56,789
4	49,996	52,356	55,743	60,027
5	52,208	54,912	59,001	63,269
6	54,421	57,465	62,257	66,515
7	56,974	60,018	65,516	69,759
8	59,527	62,573	68,773	73,003
9	62,478	65,527	72,411	76,693
10	65,424	68,482	76,048	80,381
11	68,372	71,437	79,685	84,071

8.05.01 Teachers shall be paid in Group 1 until such time as they provide proof of a different category classification. Long term occasional teachers shall be placed in the appropriate category for determination of salary grid placement in accordance with a certification statement issued by OSSTF based on the certification plan currently in effect.

Long-term Occasional teachers employed on Letters of Standing shall be paid according to their Letter of Evaluation from OSSTF with the appropriate category placement.

Long-term Occasional teachers employed on Interim Certificates of Qualifications shall be paid according to their Letter of Evaluation from OSSTF with the appropriate category placement.

- 8.06 A long term occasional teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount retroactive to the 1st teaching day of the long term occasional assignment. Retroactive adjustments within a semester will only be made on receipt of appropriate certification on or before the last day of that semester. It is understood that the teacher must have completed the academic requirements for the upgrading prior to the commencement of the long term occasional assignment.
- 8.07 The following shall apply for the purpose of determining the annual salary appropriate to a long term occasional teacher's teaching experience:
- a. Credit shall be given for all full-time or part-time teaching experience in elementary or secondary schools in Canada;

Experience as a long term occasional teacher with this Employer in a continuous assignment replacing the same teacher and extending for one-half of a school year or more shall be credited for initial placement on grid where such experience was acquired after September 1, 1998.
 - b. Teaching experience for a full-time assignment for a full school year shall be recognized as one full year credit.
 - c. Teaching experience for less than a full-time assignment and/or less than a full school year including long-term teaching experience as identified in 8.07 a. above with the Employer or its predecessors, shall be accumulated and recognized as follows: of the aggregate accumulation, each one hundred and ninety-four (194) days shall be considered as one (1) year of credit, and the remainder, if it exceeds ninety-seven (97) days, shall be considered as one (1) year of credit.
 - d. Other teaching experience deemed relevant by the Employer to the teacher's assignment shall be recognized to the maximum for the applicable category, such as continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University or Faculty/College of Education or teaching in an elementary or secondary school outside Canada shall be recognized on the basis of one grid step for every year of such experience to maximum of category.
 - e. Other related experience in a profession, industry or trade deemed relevant by the Employer to the teacher's assignment on the basis of one grid step for every two years of such experience to maximum of category and provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in education.
 - f. In no case shall an occasional teacher receive more than one full year's credit for a combination of teaching experience within one school year.
 - g. Experience will be calculated and applied as of September 1st of each year.

ARTICLE 9 - CONDITIONS OF WORK

- 9.01 The Employer agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.
- 9.02 Each occasional teacher shall have reasonable and necessary access to classrooms, records, supplies and other equipment consistent with the duties assigned.
- 9.03 a. An occasional teacher hired to replace an absent regular teacher and properly qualified for that position may not be replaced by another occasional teacher prior to the return of the teacher being replaced except in cases of mutual agreement or removal for disciplinary reasons or for incompetency.

- b. The Employer shall give a minimum of three (3) hours notice of cancellation of any pre-arranged work assignment. Should a pre-arranged assignment be canceled without such notice, the Employer shall pay the occasional teacher the pay they would have received for that assignment for that day.
- 9.04 The principal or vice-principal shall be the person responsible for engaging occasional teachers, and shall verify records for days worked.
- 9.05 The school shall provide the occasional teacher with any statement of policy concerning school discipline procedures, as well as any statement of classroom discipline and classroom procedures.
- 9.06 An occasional teacher shall be assigned the instructional and supervisory duties of the teacher being replaced but shall not be assigned other duties prior to the commencement of class on the first-morning of an assignment or prior to the commencement of the afternoon class on the first day if it is a half-day of the assignment.
- 9.07 A casual occasional teacher shall not be assigned a workload in excess of 1.0 FTE. The normal workload for a casual occasional teacher hired for a full-time assignment is 3.0 periods plus 0.5 period for other assigned duties (4.0 periods plus 0.5 period of other assigned duties in a in an MSIP school). In cases of urgency as determined by the school administrator, the casual occasional teacher may be assigned a 0.5 additional period. At the request of the President of the Bargaining Unit, an Employer representative(s) shall discuss the cases of urgency which led to the additional assignment.
- 9.08 A long-term occasional teacher shall only assume the assigned duties of the absent teacher being replaced, and shall be bound by all workload provisions of the absent teacher.
- 9.09 Each full time occasional teacher shall be entitled each day to an uninterrupted and continuous period between the hours of 10:30 a.m. and 2:00 p.m. of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.
- 9.10 The Employer shall reimburse, at the current kilometre/mileage rate, each occasional teacher for travel between an assignment involving two or more schools within the jurisdiction if the teacher the occasional teacher is replacing normally receives the allowance.

ARTICLE 10 - JOB POSTINGS AND NOTICES

- 10.01 The Employer will notify the President of the District of the electronic posting of all jobs, both full-time and part-time positions falling within this bargaining unit.
- 10.02 When an occasional position arising as a result of a leave of absence of 15 or more consecutive instructional days becomes available, the Employer will notify the Union and post such notice on the Board's website for three (3) working days, following which the position may be filled.
 - 10.02.01 The principal will interview a minimum of two (2) candidates who are on the Occasional Teacher list who apply for the position and who are so qualified.
- 10.03 Occasional Teachers on the list may apply for any teaching position posted by the Employer.
- 10.04 An Occasional Teacher who has been interviewed for a regular teaching position and has not been selected for the position shall be entitled, on his/her request, to a debriefing with the chair of the Hiring Committee.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 A long term occasional teacher shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances:

- a. attendant on and coincident with the death of a spouse, parent, child or stepchild, brother or sister, ward or person in loco parentis, mother-in-law or father-in-law; a maximum of five (5) consecutive working days.
- b. attendant on and coincident with the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild; a maximum of three (3) consecutive working days.
- c. attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) working day.
- d. the serious illness of a spouse, child or parent; up to a maximum of two (2) days.
- e. due to quarantine, jury duty or subpoena to court in any proceedings to which the teacher is not one of the persons charged and found guilty. The obligation to maintain pay and benefits shall cease on the last day of the scheduled long-term assignment or the last day of the current school year whichever is earlier.
- f. attendant on and coincident with the observance by the long term occasional teacher of his/her religion to a maximum of five (5) days in a school year.
- g. when a long-term occasional teacher is absent from duty as a result from an accident for which compensation is being received by the teacher in accordance with the provisions with the Worker's Safety and Insurance Act the teacher shall incur no **loss** in sick leave and continue to receive salary and other entitlements outlined in this agreement.

11.02 At the discretion of the principal, a long term occasional teacher may be granted a special leave of absence without pay or benefits up to a maximum of two (2) days. While this time shall not count in any consideration of consecutive days or determination sick leave credits, neither shall it be deemed an interruption of consecutive days.

11.03 On request in writing to the Director, a long term occasional teacher may be granted a leave of absence of up to one (1) year without pay.

11.04 Compassionate Care Leave

A long-term occasional teacher who is employed by the Board will be granted an unpaid leave of absence for compassionate care in accordance with the Employment Standards Act Amendment 2004 (Family Medical Leave Act), and as amended from time to-time.

11.04.01

This leave may be taken to a maximum of eight (**8**) weeks to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating that the family member has a serious medical condition and there is a significant risk of death within twenty-six (**26**) weeks.

11.04.02

For the purpose of 11.04.01, a family member is defined as follows:

- 1) employee's spouse;
- 2) parent, step-parent, parent-in-law or foster parent of the employee; or
- 3) child, step-child or foster child of the employee or employee's spouse.

11.04.03

A long-term occasional teacher who intends to take this leave must advise the employer of the dates the leave is to begin and end, supported with the appropriate documentation from the qualified medical practitioner.

11.04.04

Credit for experience and sick leave accumulation shall continue during such leave.

11.04.05

Upon expiration of the leave, the long-term occasional teacher shall be given the position held prior to the leave if the position still exists.

ARTICLE 12 - UNION BUSINESS LEAVE

12.01 At the request of the Union, the Employer shall grant subject to the aggregate of forty (40) days paid release to member(s) of the Union in order to conduct Union business. The member shall be paid the rate the member would have earned that day if the member would have been teaching for the Employer. The Union shall reimburse the Employer for the full cost of the leave.

12.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, benefits, and the accumulation of sick leave and occasional teaching experience as if employed on such days.

ARTICLE 13 - PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave

13.01 a. A long term occasional teacher who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.

b. A long term occasional teacher may shorten the duration of the six (6) week period provided for under Employment Standards Act upon giving the Employer one (1) week's written notice of her intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that she is able to resume her work.

c. A long term occasional teacher who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The long term occasional teacher giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

13.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a long term occasional teacher who adopts a child. It is understood that in cases of adoption, the long term occasional teacher may have to cease duty immediately when the child becomes available, the long term occasional teacher shall endeavor to give notice as soon as possible, but shall have given notice of the intention to adopt a least two (2) weeks prior to the commencement of the leave.

Parental Leave

- 13.03 a. Subject to the provisions of the Employment Standards Act, a long term occasional teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to a parental leave.
- b. Parental leave must normally begin when pregnancy leave ends, or within fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- c. The long term occasional teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- d. The long term occasional teacher may reduce the period for Parental leave provided the long term occasional teacher gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.
- e. Notwithstanding, a long term occasional teacher may request a lesser period of notice of return to duty.
- 13.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35), if the employee took a pregnancy leave, and thirty-seven consecutive weeks, otherwise. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves.
- 13.05 If, during a pregnancy but prior to the commencement of a pregnancy leave, a long term occasional teacher obtains a certificate declaring her unable to continue teaching due to illness, a long term occasional teacher may use sick leave credits, if available.
- 13.06 For the full period of any pregnancy or parental leave granted under this Article, the Employer agrees to continue its contributions to the premiums for the benefit plans in which the long term occasional teacher was enrolled at the commencement of the leave unless the long term occasional teacher requests otherwise in writing.
- 13.07 At the discretion of the Employer, pregnancy and parental leaves may be granted to a long term occasional teacher who has been employed with the Board for less than thirteen (13) weeks.
- 13.08 Upon expiration of a leave granted under this Article, the long term occasional teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position. The long term occasional teacher shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Employer at least four (4) weeks prior to returning to duty.
- 13.09 An employee may request an extension of parental leave. Such extensions shall be subject to the approval of the Administrator of Human Resources or designate. Such leave shall be considered to include any parental leave granted.
- 13.10 Subject to the just cause provisions of this agreement, the Employer may not terminate or layoff an employee entitled to pregnancy and/or parental leave.
- 13.11 Part-time long term occasional teachers shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 13.12 Nothing in this Article shall remove from an employee any entitlement under the Employment Standards Act.

13.13 Parenting Leave

A teacher shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits or experience in any one school year in addition to the day of birth of the child to attend to and care for the child or family. In the case of adoption, these two (2) days shall be taken at the time of taking custody, care and control of the child for the first time or at the time of taking legal custody.

ARTICLE 14 - GRIEVANCE ARBITRATION PROCEDURE

14.01 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this collective agreement, including a dispute as to whether a matter is arbitrable.

14.02 The only parties to a grievance are the Employer and the Union.

14.03 Where reference is made to "days" it shall mean school days.

14.04 A grievance involving or relating to an occasional teacher individually or a group of occasional teachers in similar circumstances shall only be processed through the Union.

14.05 Every grievance claim shall be in writing delivered to the other party and shall contain:

- a. a description of the factual circumstances alleged to constitute a violation of this agreement;
- b. a description of the specific provisions of this agreement allegedly violated;
- c. an indication of the relief sought;
- d. the signature of the duly authorized official of the Union.

14.06 Informal Stage

Prior to submitting a formal grievance claim, an occasional teacher or occasional teachers are expected to have discussed the matter with the school principal or other immediate supervisor within twenty (20) days of the time when the occasional teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. An occasional teacher shall have the right to have present a representative from the Union. The principal or supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint. The right to have a representative from the Union present shall not unduly restrict the Employer to deal with emergent personnel matters.

14.07 Step One

The Union may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Administrator of Human Resources who may meet with the representative(s) of the Union and the grievor and shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Union may within ten (10) days of receipt of the written reply of the Administrator of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the representative(s) of the Union and the grievor. The Employer's Grievance Committee shall respond to the Union, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to the Union, it may within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

14.08 Timelines may be extended or waived by mutual agreement in writing.

14.09 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.

- 14.10 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.
- 14.11 Unless mutually agreed otherwise, if the grievance procedure timeline extends past the last school day of the year, then the timelines will be suspended until the fifth (5th) school day in the following year.
- 14.12 Following notification of the intention to process the grievance to arbitration, the parties to the collective agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.
- 14.13 Within a further ten (10) days, the nominees shall either select a mutually agreed-upon chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.
- 14.14 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 14.15 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by his/her or its decision, add to, delete from, modify or otherwise amend the provisions of this collective agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 14.16 The cost of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 14.17 Should the investigation or processing of a grievance require that an occasional teacher(s), grievor(s) and/or grievance officer of the Union be released from his/her duties, such release shall be granted with pay.
- 14.18 If required, an occasional teacher(s) shall be employed to cover the absence of any occasional teacher attending the arbitration hearing. In the event that the grievance is not upheld, the Union shall reimburse the Employer for the cost of the occasional teacher(s) required.
- 14.19 Documents, communications and records dealing with a grievance involving discipline shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Employer rescinds the action that led to the grievance.

ARTICLE 15 - ACCESS TO INFORMATION AND EVALUATIONS

- 15.01 The personnel file pertaining to an occasional teacher shall be maintained in the Human Resources Department of the Employer. The file shall be available and open to the occasional teacher for inspection in the presence of an Employer's Human Resources department officer by appointment during the regular working hours of the department.
- 15.02 An occasional teacher shall be entitled, upon request, to copies without cost, of any materials contained in the occasional teacher's personnel file and file containing medical records and information.

- 15.03 Medical information received by the Employer respecting an occasional teacher will be accessible only to the occasional teacher, his/her authorized representative or Employer officials requiring such information in the course of the performance of their duties. The Employer shall ensure the files are stored in a secure location and in a confidential manner. Any employee accessing the files shall not be a member of this bargaining unit unless authorized by the employee. No information from a member's medical records shall be given to any person or party unless the member has provided written consent.
- 15.04 Copies of any documents respecting the performance or conduct of an occasional teacher shall be given to the occasional teacher.
- 15.05 The signature of an occasional teacher on any document respecting the performance or conduct of that occasional teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 15.06 If an occasional teacher disputes the accuracy or completeness of information in the personnel file the Employer shall, where possible, within fifteen (15) days from the receipt of a written request by the occasional teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the occasional teacher, in writing, of its decision including reason for that decision.

Where the Employer amends such information per the above, the Employer shall at the request of the occasional teacher attempt to notify all persons who received a report based on inaccurate information.

- 15.07 The Employer shall provide to the Union copies of any agenda and minutes of the previous public session prior to all Board meetings and Board committee meetings.
- 15.08 Where an occasional teacher authorizes, in writing, access to the occasional teacher's personnel file by another person acting on the occasional teacher's behalf, the Employer shall provide such access by appointment, as well as copies of materials contained therein.
- 15.09 The Employer shall provide an employment information statement to any occasional teacher upon a written request.

ARTICLE 16 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- 16.01 The Employer shall provide electronic access to the current collective agreement in force between the Employer and the Union on its Intranet site (*Insite*).
- 16.02 The Employer shall provide each newly hired long term occasional teacher with a copy of this collective agreement on appointment.
- 16.03 Following ratification the Board shall provide a copy of the collective agreement to each active member of the bargaining unit. The Board shall provide an additional twenty (20) copies of the collective agreement to the President of bargaining unit.

ARTICLE 17 - MEDICAL PROCEDURES

- 17.01 Except for programs of general application throughout the system, an occasional teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedures. The administration of these procedures shall be by health services and/or other qualified personnel.

It shall not be part of the duties and responsibilities of an occasional teacher to examine pupils for communicable conditions or diseases.

ARTICLE 18 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

- 18.01 An occasional teacher who is called for a half day assignment, who reports, and who finds that his/her services are not required shall be paid a half-day's pay for reporting to duty.
- 18.02 If the occasional teacher has been called in for a full-day assignment, he/she shall be paid a full day's pay for reporting for duty if they find that their services are not required.
- 18.03 Where less than two (2) hours' notice of an occasional teaching assignment has been given, the occasional teacher shall be given a reasonable amount of time to arrive at the school with no loss of pay.
- 18.04 A long-term Occasional Teacher shall be paid the regular rate for any day within the term of the assignment on which the school is closed or the regular Teachers are not required to come to school due to special climatic or catastrophic conditions.

ARTICLE 19 - PAID SICK LEAVE

- 19.01 A long term occasional teacher shall earn credit for sick leave at the rate of two (2) days for every twenty (20) consecutive days of teaching in the long term assignment. Such credits may be accumulated from one assignment to another within a school year but may not be carried forward from one school year to another. Accumulated sick leave days shall be carried forward to subsequent school years for a long term occasional teacher who continues in the same assignment. If a long term occasional teacher is appointed to the probationary or permanent staff of the Employer for the current or ensuing school year without an intervening break in employment, he/she shall carry forward as a credit any accumulated sick leave balance as of the preceding June 30"

When it is known that a long term assignment will last more than twenty (20) consecutive teaching days, the long term occasional teacher will be credited with the first two (2) days of sick leave at the beginning of the assignment and thereafter at the conclusion of each subsequent twenty (20) consecutive day period of teaching in such assignment.

- 19.02 The sick leave credits accumulated by each long term occasional teacher shall be reduced by one (1) day for each day of absence due to illness or injury.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY

- 20.01 The parties agree that occasional teachers, supervisors and employers have rights and obligations with respect to protecting the health and safety of workers, under the Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

ARTICLE 21 - STRIKES AND LOCKOUTS

- 21.01 No occasional teacher shall be requested or required to perform the duties of any employee of the Employer who is engaged in a lawful strike.

ARTICLE 22 - CORRESPONDENCE

- 22.01 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 Union or designate.

ARTICLE 23 - PROFESSIONAL ACTIVITY DAYS

- 23.01 The Employer shall provide information to the Union about the professional development activities provided by the Employer.

- 23.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 23.03 A long term occasional teacher who is employed in the same assignment for more than fifteen (15) consecutive instructional days and whose assignment extends over a period which includes a scheduled professional activity day shall be paid for such day provided that the occasional teacher participated in the scheduled professional activities.
- 23.04 An occasional teacher may attend, without pay, scheduled Professional Activities Days arranged by the Employer. Requests are to be made in writing to the Administrator of Human Resources or designate.
- 23.05 An occasional teacher shall, upon request, have access to the Employer's in-service programs on a voluntary basis without pay. Requests are to be made in writing to the Administrator of Human Resources or designate.

ARTICLE 24- ELECTRONIC SUPPORT SYSTEM

- 24.01 During the term of the collective agreement the Board will be converting several administrative applications to an electronic format. For the purposes of this agreement, the Board agrees to notify the Union of these changes prior to implementation.

ARTICLE 25 - EVALUATION OF TEACHER PERFORMANCE

- 25.01 Only supervisory officers, principals and vice-principals, who are members of the College of Teachers, shall evaluate an occasional teacher's competence.
- 25.02 An occasional teacher shall be entitled to due process with respect to the evaluation of his/her performance.

ARTICLE 26 - SCHOOL YEAR

- 26.01 The length of the school year shall be the minimum required under the Education Act.
- 26.02 Long-term Occasional teachers who agree with a request from the Employer to work outside the designated school year shall be paid at their daily rate for a number of days equal to the number of days worked.

ARTICLE 27 - USE OF EMPLOYER PREMISES

- 27.01 The Employer shall provide bulletin board space at an appropriate location in each work place upon which the Bargaining Unit may post notices relating to matters of interest to its members.
- 27.02 Upon reasonable notice and subject to availability, the Bargaining Unit will be permitted to use school facilities for meetings of Bargaining Unit members outside regular business hours. Any additional direct cost associated with such use shall be reimbursed to the Employer by the Bargaining Unit.
- 27.03 The Employer shall provide at no cost to the Bargaining Unit access to the Employer courier system at the District Office and at the Employer's secondary schools.

ARTICLE 28 -CRIMINAL BACKGROUND CHECKS

- 28.01 The Employer shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, are stored in a secure location and in a confidential manner.
- 28.02 The Board shall not release any information regarding an occasional teacher obtained pursuant

to Reg. 521/01 of the Education Act as amended from time to time except for the purpose of exercising its legal rights or obligations.

- 28.03** The Employer shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, except as required by law.

**LETTER OF UNDERSTANDING
BETWEEN**

The Upper Canada District School Board

And

**The Secondary Occasional Teachers' Federation Panel of the Board 2004-2005
School Year**

The parties agree to form a Joint Teacher's Performance Appraisal Committee for the purpose of establishing a process and procedures under which the performance of a long-term occasional teacher may be evaluated.

OSSTF
Upper Canada Occasional Teachers

Upper Canada District School Board

President

Manager of Labour Relations

23