

COLLECTIVE AGREEMENT

BETWEEN

THE GRAND ERIE DISTRICT SCHOOL BOARD
(Hereafter called "the Board")

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
representing

Occasional Teachers Employed in the Secondary Panel
(hereafter called "the Union")

September 1, 2002 to August 31, 2004

I PURPOSE

- 1.01 It is the desire of both parties to maintain and further harmonious relations between the Board and the Union and to provide for the prompt and equitable disposition of grievances.
- 1.02 It is the purpose of the parties to this Collective Agreement to set forth certain of the conditions of employment of Occasional Teachers covered by this Collective Agreement of which constitutes the entire negotiated agreement between the Parties hereto.

II RECOGNITION

- 2.01 The Board recognizes the Ontario Secondary School Teachers' Federation, as the exclusive bargaining agent for all occasional teachers employed by the Board in the secondary panel.
- 2.02 The Board recognizes the Negotiating Team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 2.03 Each party recognizes the right of the other party to authorize any other advisory, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation of this Collective Agreement.

III DEFINITIONS

- 3.01 "Occasional Teacher" shall bear the meaning given in the *Education Act, as* amended from time to time.
- 3.02 "Probationary Occasional Teacher" means an Occasional Teacher who has worked less than thirty (30) days worked as an Occasional Teacher for the Grand Erie District School Board or a predecessor Board.
- 3.03 "Long-term Occasional Teacher" means an Occasional Teacher who is employed for a period of nine (9) or more consecutive teaching days as a replacement for the same teacher.

The continuous employment of a Long Term Occasional teacher will be deemed to be unbroken in the event of an emergency school closure, including inclement weather, and all leaves granted pursuant to Articles 7 and 12 of this Agreement.

- 3.04 "Short Term Occasional Teacher" shall mean an Occasional Teacher who is not a Long-term Occasional Teacher.
- 3.05 "Occasional Teacher List" means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.
- 3.06 "Secondary Teachers" shall mean the secondary teachers, other than Occasional Teachers, employed by the Board in its secondary panel.
- 3.07 "Board" shall mean the Board and its predecessors.

IV MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the sole and exclusive right of the Board to manage the affairs of the Board subject to the *Education Act*, and all other Acts and Regulations pertaining to Education in the Province of Ontario.
- 4.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

V STRIKES AND LOCKOUTS

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

VI UNION DUES, LOCAL LEVY AND RESPONSIBILITIES OF THE PARTIES

- 6.01 On each pay date on which an Occasional Teacher is paid, the Board shall deduct from each Occasional Teacher the OSSTF dues and any levy chargeable by the OSSTF. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 6.02 The OSSTF dues deducted in 6.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than thirty (30) days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers, their Social Insurance Numbers, number of days worked, salary for the period, and the amounts deducted.
- 6.03 The local levy specified by the Bargaining Unit in 6.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 23, no later than thirty (30) days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers, their Social Insurance Numbers, number of days worked, salary for the period, and the amounts deducted.
- 6.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.
- 6.05 The Bargaining Unit agrees to notify the Board of its officers and members of the Collective bargaining Team.

VII PROFESSIONAL ACTIVITY DAYS

- 7.01 The Board shall provide information to the Union about the professional development activities provided by the Board.
- 7.02 A Long Term Occasional Teacher whose assignment includes a Professional Activity Day shall be paid for the day provided the Long Term Occasional Teacher participates in the scheduled professional activities.

- 7.03 Subject to the availability of space, an Occasional Teacher may attend, without pay, scheduled Professional Activity days arranged by the Board.
- 7.04 Subject to the availability of space, an Occasional Teacher shall have, upon request, access to the Board's in-service programs on a voluntary basis without pay.

VIII OCCASIONAL TEACHERS' LIST

- 8.01 The Board agrees to establish and maintain Occasional Teachers' Lists and to provide the Bargaining Unit, at least twice each year, by November 30 and by April 30, with updated Occasional Teachers' Lists. The Board will advise the Union, with a copy to the President of the Bargaining Unit, of the names and addresses of all new Occasional Teachers within thirty (30) days of their names being added to the Occasional Teachers' List.
- 8.02 The List shall provide the following information for each Occasional Teacher: name, address, telephone number, subjects the occasional teacher is qualified to teach in accordance with the teacher's most recent Certificate of Qualification, subject teaching preference, number of days per week or the specific days of the week the teacher is willing to work and any preference regarding specific schools/geographical areas.
- 8.03 To be eligible for inclusion on the Secondary Occasional Teachers' List an Occasional Teacher shall have a valid current certification from the Ontario College of Teachers. In filling casual occasional assignments, the Board shall endeavour to secure a qualified Occasional Teacher. When the Board is unable to assign a qualified Occasional Teacher, the Board, subject to the limitations contained in the Education Act, is entitled to employ an unqualified person.
- 8.04 An Occasional Teacher's name shall remain on the Occasional Teachers' List unless he/she is terminated, resigns, or is no longer available for assignment. Notwithstanding the foregoing, an Occasional Teacher who wishes to be continued on the Occasional Teachers' List for the following school year shall notify Human Resources Services by June 30th on a form sent to each Occasional Teacher by June 1st. Human Resources Services shall remove from the Occasional Teachers' List the name of any Occasional Teacher for whom no notice is received by June 30th. It is the responsibility of each Occasional Teacher to confirm that their form has been received by Human Resources Services prior to the June 30 deadline.
- 8.05 The onus is on the Occasional Teacher to notify the Board in writing of any changes in name, address or telephone number.

IX SALARY

- 9.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- 9.02 (a) Short-Term Occasional Teachers shall be paid for each full day of occasional teaching as follows:

- (i) Qualified
Effective August 31, 2002:

Daily Rate	Vacation Pay	Total
\$164.54	\$6.58	\$171.12

Effective August 31, 2003:

\$169.48	\$6.78	\$176.26
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(ii) Unqualified

Effective August 31, 2002:

Daily Rate	Vacation Pay	Total
\$148.08	\$5.92	\$154.00

Effective August 31, 2003:

\$152.52	\$6.10	\$158.62
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(b) A Long-Term Occasional Teacher shall be paid as follows:

- (i) A Long-term Occasional Teacher shall be placed on the current Secondary Teachers' Salary Scale in accordance with the teacher's recognized teaching experience and category placement effective on the ninth (9th) consecutive day of teaching and retroactive to the first day the Occasional Teacher began the long-term assignment.
- (ii) Notwithstanding the foregoing, if an occasional teacher is hired for a long term assignment which is expected by the Superintendent responsible for Human Resources to be at least twenty (20) teaching days, salary grid placement shall be effective the first day of the assignment. If such an occasional teacher fails to qualify as a Long Term Occasional teacher, the Board shall be entitled to recover any overpayment.
- (iii) A Long Term Occasional Teacher is entitled to be paid his/her salary in proportion that the number of school days on which the teacher performs his/her duties bears to the total number of school days in the school year.
- (iv) Teachers who have worked part-time (less than a full day's timetable) or part -year shall be credited with teaching experience in the ratio of time worked to total time. Teaching time, for part- year, full time and/or part- time experience credit shall be expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
- (v) Any teaching experience recognized in the Agreement of a predecessor Board until December 31, 1999 shall be recognized.

- (c) The daily rate of pay for a Short Term Occasional Teacher shall be multiplied by the following factors based on the number of periods taught according to the following grid:

PERIODS TAUGHT	FACTOR
1	0.3333
1.5	0.5
2	0.6667
2.5	0.8333
3	1
3.5	1.1667
4	1.3333

- (d) The effective date for grid advancement is to be September 1st.

9.03 Effective June 01 2001 the Occasional Teachers shall be paid twice per month (15th and last day of the month) by direct deposit into the Occasional Teacher's personal account in the financial institution of his/her choice.

9.04 It is the responsibility of the Occasional teacher to provide the Board with a Certification Rating Statement from OSSTF.

An Occasional teacher who qualifies for a category change as a result of successful completion of a course taken during the school year shall have the appropriate adjustment made to the first day of the first teaching month following the successful completion of the course, provided that written notification is received by Human Resources Services no later than four months after completion of the course. If such notification is received after four months from the date of completion of the course, the appropriate adjustment shall be made to the first day of the first teaching month following receipt of notification. Notwithstanding the above, retroactive adjustments shall not be made beyond September 1 of the school year in which the Certification Statement is made.

An Occasional teacher who qualifies for a category change as a result of documented successful completion of courses taken in July or August, shall receive the appropriate differential amount retroactive to September 1st if written notification is made to Human Resources Services prior to December 31st. If written notification is received subsequent to December 31st and prior to May 15th, the payment shall be retroactive to January 1st.

9.05 Long Term Occasional teachers shall be entitled to retroactive pay resulting from the negotiation of new pay rates.

X BENEFITS

10.01 Subject to eligibility requirements, a Long-term Occasional Teacher employed in a pre-

determined long-term assignment of two (2) or more consecutive months, shall be entitled to participate in the Extended Health Plan, Dental Plan and Life Insurance Plan outlined in the Secondary Teachers' Collective Agreement. Premiums shall be paid respectively by the Board and the Long-term Occasional Teacher, with the teacher's portion of the premium costs based on the ratio of time worked by the Occasional Teacher to total time, for the period of the long-term occasional assignment.

XI WORKING CONDITIONS

- 11.01 The Board shall endeavour to distribute all available occasional teaching work among all teachers on a fair and equitable basis.
- 11.02 In the event that the assignment of the Long-term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long-term Occasional Teacher will be given five (5) teaching days' notice, or five (5) school days pay in lieu of notice, unless the termination is due to disciplinary action.
- 11.03 When a casual Occasional Teacher is advised of the cancellation of an assignment upon arrival at school, such Occasional Teacher shall be paid one-half day's pay provided that the Occasional Teacher accepts other professional duties assigned by the Principal for one-half day.

XII LEAVES

12.01 Sick Leave

A Long-term Occasional Teacher shall be credited with one (1) day of sick leave credit after teaching ten (10), twenty (20) and thirty (30) consecutive teaching days, and an additional two (2) days for each twenty teaching days thereafter until the end of the long-term occasional assignment. Unused sick leave credits shall be carried over to subsequent long-term occasional assignments in the same school year. At the end of a Long-term Occasional Teacher's last assignment in a school year, any outstanding sick leave credits will be cancelled.

A Long-term occasional teacher who is hired to a regular teaching position without intervening employment shall be entitled to the sick leave credits accumulated as a Long Term Occasional teacher according to the foregoing.

- 12.02 The following absences shall be without loss of sick leave credit, loss of salary or loss of seniority:

(a) Bereavement

A Long Term Occasional teacher shall be entitled to the following;

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse.

A total of three school days maybe allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other person in loco parentis or any other relative who lived in the home.

One school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt or uncle.

In the case of extenuating circumstances, application may be made to the Director of Education, or designate, for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) Examinations and Convocations

A Long Term Occasional teacher, with the prior approval of the Director of Education or designate, may be absent from duty without loss of salary by reason of examinations and convocations as follows:

- (i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for travelling, if necessary, as determined by the Director of Education, or designate.
- (ii) for the purpose of attending his/her graduation, the half-day period during which the graduation occurs will be granted.

(c) Jury Duty or Subpoena

A Long-term Occasional Teacher who is absent from assigned work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall be paid the difference between; the normal earnings and the payment he/she receives as a juror or as a witness.

(d) Quarantine

A Long-term Occasional Teacher shall be granted a leave of absence, as a result of being quarantined, or otherwise prevented by order of the Medical Officer of Health, from attending to his/her duties.

(e) Holy Days

A Long Term Occasional Teacher is allowed a leave of absence for the observance of recognized Holy Days.

(f) Hazardous Weather

A teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Director, or designate.

12.03 Voluntary Leave of Absence

Subject to the sole and exclusive discretion of the Board, an Occasional Teacher may have his/her name removed from an Occasional Teachers' List for a period of up to and including one school year. The Occasional Teacher shall be returned to an Occasional Teacher List at the end of the leave provided that the Occasional Teacher advises the Board's Human Resources Department thirty (30) days prior to the end of the leave.

XIII JOB POSTINGS

13.01 For pre-determined long-term occasional assignments known to the Board for at least fifteen (15) school days prior to the commencement of the assignment, and of at least two (2) months duration, the Board shall post such assignments for a minimum of five (5) school days in each workplace where secondary teachers are assigned and in a public location in the Board office. Notwithstanding the foregoing, during August, the Board agrees to post in all workplaces where secondary teachers are assigned and in a public location in the Board Office, all such vacancies for six (6) days, excluding weekends or statutory holidays.

13.02 The Principal shall provide space on a bulletin board in each secondary school for the posting of such notices.

13.03 A copy of each job posting will be sent to the President of the Bargaining Unit at the same time the job is posted.

XIV JUST CAUSE

14.01 An Occasional Teacher shall not be disciplined or discharged except for just cause.

14.02 When a principal or supervisor calls an Occasional Teacher to a meeting which may result in discipline, the Principal or supervisor shall inform the Occasional Teacher of the nature of the meeting. For such a meeting, the Occasional Teacher is entitled to Union representation.

XV GRIEVANCE AND ARBITRATION

15.01 Definitions

(a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

b) A "party" shall be defined as
(i) OSSTF

(ii) the Board.

(c) "Days" shall mean regular work days unless otherwise indicated.

15.02 An Occasional Teacher shall have the right to have present a representative from OSSTF to assist the Occasional Teacher at any stage of this grievance and arbitration procedure.

15.03 **Complaint Stage**

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the discussion with the Principal or Supervisor.

15.04 **Step One**

The Bargaining Unit may initiate a written grievance with the Superintendent responsible for Human Resources, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) the clause(s) in the Collective Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the Bargaining Unit

Step Two

If no settlement is reached at Step One, the Bargaining Unit may, within ten (10) days of receipt of the written reply of the Superintendent responsible for Human Resources, refer the matter to the Board. The Bargaining Unit shall present the grievance to the Labour Relations Committee at the next regularly-scheduled meeting. The Board shall answer the grievance in writing within five (5) days of the meeting.

Step Three

If the reply of the Board is unacceptable to the Bargaining Unit it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

15.05 **Policy and Group Grievance**

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more Occasional Teachers who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be

filed with the President of the Bargaining Unit and at Step Two, a Board representative shall present its grievance to Bargaining Unit's Grievance Committee.

15.06 **Grievance Mediation**

At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

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.

15.07 **Arbitration**

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

The single Arbitrator or Board of Arbitration shall hear the pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any Occasional Teacher affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

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

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

15.08 **Cost of Arbitration**

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

15.09 Time restrictions may be extended if mutually agreed in writing.

15.10 There shall be no reprisals of any kind taken against any Occasional Teacher because of participation in the grievance or arbitration procedure under this Agreement.

15.11 Should the investigation or processing of a grievance require that an involved Occasional Teacher or Bargaining Unit representative be released from regular duties, the Occasional Teacher shall be

released without loss of salary or benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the Occasional Teacher at the Occasional Teachers' rate provided an Occasional Teacher is hired.

XVI MEDICAL/PHYSICAL PROCEDURES

16.01 An Occasional Teacher may, but shall not be required to, perform any medical or physical procedures for students. Where an Occasional Teacher voluntarily performs a medical/physical procedure, the Board will provide liability insurance.

XVII HEALTH AND SAFETY

17.01 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations. Any alleged violation of the *Act* shall be dealt with pursuant to the enforcement mechanisms of the *Act*.

XVIII PRODUCTION AND DISTRIBUTION OF AGREEMENT

18.01 The Board shall provide to the Union, for each member, a sufficient number of copies of the current Collective Agreement in force between the parties.

18.02 The Board agrees to provide each newly-hired Occasional Teacher with a copy of the name, address and telephone number of the Bargaining Unit President as provided by the Union, a copy of the Collective Agreement and information provided by the Bargaining Unit.

XIX CORRESPONDENCE

19.01 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Superintendent responsible for Human Resources, or designate, and from the President of the Occasional Teachers' Local Union, or designate, unless otherwise specified in this Collective Agreement.

XX TERM OF COLLECTIVE AGREEMENT

20.01 This agreement shall be in effect from September 1, 2002 and remain in effect until August 31, 2004 and from year to year thereafter unless either party gives notice in writing to the other at least ninety (90) days prior to the expiration date, as to its desire to terminate or renew this agreement with or without modifications or to make a new agreement.

20.02 Any amendments to the Articles defined herein shall be in writing and by mutual consent of the parties

This Collective Agreement is made

between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Representing

Occasional Teachers employed in the Secondary Panel

and

THE GRAND ERIE DISTRICT SCHOOL BOARD

IN WITNESS WHEREOF the Parties have, through their duly authorized representatives,
hereunto signed their

names as of the ____ day of _____, 2003

FOR THE BRANCH AFFILIATE:

FOR THE BOARD:

