

Collective Agreement

between

The Ontario Secondary School Teachers' Federation

(hereinafter called the "OSSTF" or "Union")

Representing

The Secondary Occasional Teachers of District 27

Limestone District of the Ontario Secondary School Teachers'

Federation

Employed by the Board

(hereinafter called the "Bargaining Unit")

And

The Limestone District School Board

(hereinafter called the "Board")

July 1, 2000

to

June 30, 2002

12841 (01)

12841 (01)

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## **PURPOSE**

It is the intent of the parties and the purpose of this agreement to establish and maintain effective working relationships by setting forth certain terms and conditions of employment and procedures for settling differences.

### **I RECOGNITION**

- 1.01 The Board recognizes the Affiliate as the exclusive bargaining agent for all occasional teachers employed in the secondary panel and who are on the Board's roster of occasional teachers who may be assigned to a secondary school.
- 1.02 The Board and the Federation recognize the right of the Collective Bargaining Committee of Limestone District 27 OSSTF Occasional Teachers' Bargaining Unit to negotiate on behalf of secondary school occasional teachers.
- 1.03 Each party recognizes the right of the other party to receive assistance from any duly authorized representative to assist it in all matters pertaining to the negotiation and administration of this Agreement.

### **II DEFINITIONS**

- 2.01 "Occasional teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, as amended.
- 2.02 Casual Occasional Teacher means a teacher who is required to teach for a period that is less than sixteen (16) consecutive teaching days.
- 2.03 Extended Occasional Teacher means a teacher who is assigned as a substitute teacher for a period of sixteen (16) or more teaching days in the same teaching assignment, or a Casual Occasional Teacher who accumulates sixteen (16) or more consecutive teaching days in one position.
- 2.04 **An** Extended Occasional Teacher, hired to **replace an absent regular teacher** for a specified period, properly qualified for such position, **may not be replaced by another Occasional Teacher** prior to the return of the regular teacher unless it is by **mutual agreement** of the Extended Occasional Teacher and the Board, except in cases of **removal for disciplinary reasons**.
- 2.05 In the event that the assignment of the Extended Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Extended Occasional Teacher will be given five teaching days notice, unless the termination is due to disciplinary action by the Board.
- 2.06 **The** assignments of Extended Occasional Teachers employed for less than a full semester shall be continuous to the end of the semester assuming that the specific teachers who are absent and being replaced do not return to duties by that date.  
  
In the second semester of a school year (ie. February to June) where the school year calendar, as approved by the Board and the Ministry of Education and Training, provides for a Professional Activity Day at the end of the semester, the assignments of Extended Occasional Teachers, who are not entitled to receive retroactive contracts, **will include** the Professional Activity Day where the teacher will **be** continuing in the same assignment the following September or where, at *his/her* discretion, the Principal determines that it is **necessary**.
- 2.07 Occasional Teacher List means a list of all Occasional Teachers who have been hired by the Board to teach as Occasional Teachers in the Secondary Panel of the Limestone District School Board.
- 2.08 Probationary Occasional Teachers are those who shall be on probation for up to forty-five **(45)** days of work as an Occasional Teacher.

- 2.09.1 Qualified means an Occasional Teacher who holds a valid Certificate of Registration and Certificate of Qualification (intermediate and/or senior divisions) from the Ontario College of Teachers and who is a member in good standing of the Ontario **College** of Teachers.
- 2.09.2 Notwithstanding 2.09.1 a teacher with qualifications in Technological Studies, Special Education or School to Community Teachers may hold only Primary and/or Junior and/or Intermediate (elementary) qualifications and still be considered qualified under the terms of this article.
- 2.10 Federation means the Ontario Secondary School Teachers' Federation.
- 2.11 Board shall mean the Limestone District School Board.

### **III EFFECTIVE PERIOD AND RENEWAL**

- 3.01 The agreement shall be effective from July 1, 2000 and shall continue in full force up to and including June 30, 2002, and shall continue automatically thereafter for annual periods unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Agreement. If notice is given, the parties shall meet within fifteen (15) days from the giving of notice.
- 3.02 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present Agreement that all terms and provisions of the present Agreement shall continue in force and effect until such time as it is superseded by a new Agreement.
- 3.03 This Agreement shall form the basis of computing all salaries and other conditions defined herein. Any amendments shall **be** made only by mutual consent, in writing, of the parties to this Agreement.
- 3.04 There shall be no strikes or lock-outs during the term of this Agreement.

### **IV NO DISCRIMINATION**

- 4.01 The Board and the Bargaining Unit shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, **sex**, marital or parental status, religion, nationality, ancestry, or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activities, or sexual orientation.

### **V UNION MEMBERSHIP, DUES CHECK-OFF AND MEMBERSHIP LIST**

- 5.01 All Occasional Teachers shall, as a condition of employment, join the Bargaining Unit and remain members in good standing and shall pay dues, surcharges, and **levies** as prescribed in Article 5.02.
- 5.02 The Board shall deduct dues, surcharges and levies every pay period for which an Occasional Teacher receives earnings. The amount deducted shall be equivalent to that prescribed in the Constitution and By-Laws of the OSSTF and/or the Bargaining Unit and shall be remitted in accordance with Article 5.03.
- 5.03 **The** amount deducted in Article 5.02 shall be remitted in the following ways:
- (a) Dues shall be remitted to the Treasurer of the OSSTF at 60 Mobile Drive, Toronto, no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deduction were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers and the amounts deducted.
  - (b) **Levies** remitted to the Treasurer of Limestone District 27, OSSTF.
  - (c) Special assessments (surcharge) remitted to the Treasurer of the Occasional Teachers'

Bargaining Unit at the Limestone District 27 Office. The employee ID# and the number of days worked for which the levy/surcharge was deducted will be included.

- 5.04 The Federation agrees to indemnify and hold the Board harmless from any claims, suits, attachments and any forms of liability as a result of such deductions made from an Occasional Teacher's pay as provided herein.
- 5.05 The Board will provide copies of this Agreement to the Bargaining Unit for distribution to its members and the Bargaining Unit will reimburse the Board for one half (½) of the costs of printing.
- 5.06 Any teacher who wishes to become an Occasional Teacher may apply by submitting to the Board a resume, Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, proof of a negative T.B. skin test or X-Ray, proof of membership in the Occasional Teachers' Bargaining Unit, and any other documentation required in accordance with Board policy.
- 5.07 Applications will be accepted up to July 15<sup>th</sup> for consideration for inclusion on the interim Occasional Teacher List to be published and distributed by the first teaching day of September.
- 5.08 The Board shall publish a complete Occasional Teachers' List by September 30<sup>th</sup>.
- 5.09 The Board shall publish a revised (updated) Occasional Teachers' List on the first day of second semester.
- 5.10 There shall be: a) a certified Occasional Teachers' List in alphabetical order; b) a certified Occasional Teachers' List by qualified subject area (Ontario College of Teachers' Certificate of Qualification); c) a separate list for those who will supply teach at Sharbot *Lake* High School; d) a separate list for those who will supply teach at North Addington Education Centre; and, e) an uncertified Occasional Teachers' List which will not be distributed to schools, but will remain with the Secondary Staffing Technician. This list shall include name, address, telephone number, subject(s) in which the teacher is qualified (Ontario College of Teachers' Certificate of Qualification) and willing to teach, and preferences regarding specific schools and geographic locations.
- 5.11 Notwithstanding Article 5.07, qualified teachers may apply at any time to become occasional teachers with this Board but they shall not be used by the schools until such time as they are placed on an addendum list and the addendum list is published to all schools and to the Bargaining Unit. Addendum lists shall be published on the last working day of October, November, December, February and March, as required.
- 5.12 The Human Resources Department only shall maintain an interim list of Occasional Teachers for the period between addendum lists. Occasional Teachers on this interim list may be contacted by the Human Resources Technician - Secondary Staffing, when qualified teachers on the current list are not available, i.e. certain special areas of qualification. Schools shall not have access to this interim list and only the Human Resources Technician - Secondary Staffing, may use it.
- 5.13 No names will be added to the list after March 10. No addendum list will be issued after March 31.
- 5.14 The Board will correspond, before the end of each semester, with each Occasional Teacher on the List asking the occasional teacher to confirm continuation on the list for the next semester. A 'no response' or a refusal shall result in the Occasional Teacher's name being removed from the List.
- 5.15 An Occasional Teacher who does not appear on two consecutive (beginning of the semester) Occasional Teachers' lists must rejoin the Bargaining Unit before he/she can be reinstated to the list.
- 5.16 The Board agrees that when an occasional teacher is employed only a qualified Occasional Teacher shall replace a regular teacher who is absent, unless no qualified Occasional Teacher is available. A reasonable effort will be made to contact qualified (with respect to subject qualifications) occasional teachers.

## **VI BARGAINING UNIT RIGHTS**

- 6.01 The Board will provide a letter of introduction from the Bargaining Unit representative to new employees.
- 6.02 The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board will supply the Bargaining Unit with a list of its supervisory personnel.
- 6.03 The Board shall provide the Bargaining Unit representative(s) with the Occasional Teacher List identified in Article 5.10, addendum lists and a copy of all job postings.
- 6.04 By ratification of this Agreement by members of the Bargaining Unit, they agree that the Board may provide the personal information listed in Article 5.10 and it is not a violation of the Freedom of Information and Protection of Privacy Act.

## **VII DISCIPLINE AND DISCHARGE**

- 7.01 No occasional teacher shall be disciplined or discharged without just cause, except as allowed under Article 8.01 ii).
- 7.02 An occasional teacher is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless the occasional teacher is a danger to himself/herself or others. The occasional teacher, at his/her option, may be accompanied by a Bargaining Unit representative who shall be advised in advance by management of the time and place of the meeting.
- 7.03 If such meetings are held during a scheduled working day for the occasional teacher and/or the Bargaining Unit representative, the occasional teacher and/or the Bargaining Unit representative, shall not suffer loss of earnings.
- 7.04 Occasional teachers shall be notified in writing of the grounds for discipline or discharge. The bargaining unit will receive a copy.

## **VIII MANAGEMENT RIGHTS**

- 8.01 The Board has the right to manage its school system and all rights shall remain exclusively with the Board except as specifically limited by the provisions of this Agreement. Without restricting the rights set out above, the Bargaining Unit recognizes the exclusive right of the Board to:
- i) hire, direct, and classify, according to certification and qualifications, all Occasional Teachers, and the right to discipline, suspend and discharge, for just cause, any Occasional Teacher, subject to the right of the Occasional Teacher concerned to lodge a grievance in a manner and the extent herein provided;
  - ii) notwithstanding, (i), it is recognized that a lesser standard of just cause (basic procedural fairness) applies to the dismissal of probationary Occasional Teachers;
  - iii) operate and manage its school system in accordance with its obligations and to make and alter, from time to time, rules and regulations to be observed by the Occasional Teachers, which **rules** and regulations shall not be inconsistent with provisions of this Agreement;
  - iv) to determine, plan, and control the nature and the quality of teaching programs and subjects to be taught in the school systems; and

- v) to establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulation pertaining to Education in Ontario.

## **IX RESOLUTION OF DISPUTES**

9.01 The following definitions shall apply to this Article:

- b) A “grievance” shall be defined as a complaint arising from the interpretation, application, administration or alleged violation of this collective agreement including any question as to whether a matter is arbitrable.
- c) A “party” shall be defined as:
  - a) the Bargaining Unit Executive; or
  - b) the Board
- d) In this Article “days” shall mean school days unless otherwise indicated.

9.02 An occasional teacher shall have the right to have present a representative from the OSSTF at each stage of the grievance-arbitration procedure.

### **9.03 Complaint Stage**

If an occasional teacher is unable to resolve a complaint by informal discussion with the occasional teacher’s Principal or supervisor, then the occasional teacher, with the concurrence of the Bargaining Unit Executive or recognized representative, may initiate a complaint within twenty-five (25) days of the day the cause of the complaint becomes known, or reasonably ought to have been known, with the appropriate Principal or supervisor who shall answer the complaint within five (5) days of the receipt of the complaint.

### **9.04 Grievance Procedure - Individual**

In the case of a grievance by the Bargaining Unit on behalf of an occasional teacher, the following steps may be taken in sequence where informal attempts to resolve the matter with the Principal or supervisor have failed.

If the reply of the Principal or supervisor at the complaint stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources Services or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) a description of how the alleged dispute is in violation of the collective agreement; and
- b) a statement of the facts to support the grievance, including the Article(s) claimed to have been violated; and
- c) the remedy sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

#### **Step 2**

If the reply of the Superintendent of Human Resources Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days of receipt of the reply to the Director of Education or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

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

#### 9.05 Grievance Procedure - Party

In the case of all other grievances by a party, (including those on behalf of a group of occasional teachers, an individual occasional teacher where other occasional teachers are affected, a retired occasional teacher, or a deceased occasional teacher), the party making the grievance may take the following steps in sequence to resolve the matter.

The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance within five (5) days of receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) a description of how the alleged dispute is in violation of the collective agreement; and
- b) a statement of the facts to support the grievance, including the Article(s) claimed to have been violated; and
- c) the remedy sought; and
- d) the signature of the duly authorized official of the Party.

If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, the party then may apply for arbitration within twenty (20) days of receipt of the reply.

No party grievance may be initiated and processed to arbitration which would be out of time if initiated by an individual teacher.

#### 9.06 Grievance Mediation

- a) At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- b) 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 grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

#### 9.07 Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance 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 five (5) 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 Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- b) The Arbitration Board or the Single Arbitrator, as the case may be, shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

#### 9.08 Cost of Arbitration

The fees for a single Arbitrator, or the Chair of an Arbitration Board, shall be shared equally by the parties. Each of the parties shall bear the expenses of its own appointee to the arbitration board.



- 9.09 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of both parties.
- 9.10 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.
- 9.11 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.
- 9.12 a) Each party will notify the other party of the receipt of a written reply and their intention of further correspondence within the timelines required herein.
- b) If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to proceed to the next following step in the grievance-arbitration procedure, or, if the Bargaining Unit Executive or the Board, as the case may be, exceeds the time allowed to act, the grievance shall be deemed to have been abandoned.
- c) This clause does not supercede the powers of the arbitrator under sec. 48(16) of the Ontario Labour Relations Act. as amended.

## **X SALARY RATES**

- 10.01 Effective September 1, 2000, a Casual Occasional Teacher who holds a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers shall be paid a daily rate in accordance with the grid below. All daily rates include 4% vacation pay and 3% statutory holiday pay.
- a) Casual occasional teachers hired after December 31, 1997 and who have 60 days or less of teaching experience with the Limestone District School Board or its predecessor Boards shall be paid a daily rate of \$135.00.
- b) Casual occasional teachers hired before December 31, 1997 and who have been on the occasional teacher list continuously, or casual occasional teachers who have more than 60 days of teaching experience with the Limestone District School Board or its predecessor Boards shall be paid a daily rate of \$155.00.
- c) Notwithstanding 10.01 a) and b), for a casual occasional teacher who was on the Frontenac County Board of Education Secondary Occasional Teachers' List on December 31, 1997 and has been on the list continuously, the daily rate of \$165.00 shall be maintained until February 2, 2001.
- 10.02 Effective February 6, 2001, a Casual Occasional Teacher who holds a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers shall be paid a daily rate in accordance with the grid below. All daily rates include 4% vacation pay and 3% statutory holiday pay.
- a) Casual occasional teachers hired after December 31, 1997 and who have 60 days or less of teaching experience with the Limestone District School Board or its predecessor Boards shall be paid a daily rate of \$145.00.
- b) Casual occasional teachers hired before December 31, 1997 and who have been on the occasional teacher list continuously having between 61 and 140 days of teaching experience with the Limestone District School Board or its predecessor Boards, or casual occasional teachers who have between 61 and 140 days of teaching experience with the Limestone District School Board or its predecessor Boards shall be paid a daily rate of \$155.00.

- c) Casual occasional teachers who were on the Frontenac County Board of Education Secondary Occasional Teachers's List on December 31, 1997 and have been on the list continuously, or casual occasional teachers who have more than 140 days of teaching experience with the Limestone District School Board or its predecessor Boards shall be paid a daily rate of \$165.00.
- 10.03 **An** Extended Occasional Teacher shall be paid the same salary as a Teacher with the same qualifications, category placement and experience under the Collective Agreement between OSSTF, Limestone Teachers' Bargaining Unit and the Limestone District School Board, retroactive to the first day of the teaching assignment.
- 10.04 Casual Occasional Teachers who do not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers shall be paid for each day of employment at the rate of \$101.25 which includes 4% vacation pay and 3% statutory holiday pay.
- 10.05 For the purposes of Article 10.03, an Occasional Teacher's years of teaching experience for salary purposes shall be determined as in the Agreement referenced in Article 10.03 and, in addition, the teacher shall be credited with the teacher's total number of days of Extended Occasional teaching experience with the Board divided by 194.
- 10.06 For the purposes of Article 10.03, an Occasional Teacher's years of teaching experience for salary purposes shall be determined as in the Agreement referenced in Article 10.03 and, in addition, the teacher who teaches in excess of twenty (20) days with the Limestone District School Board in any school year shall be credited with the teacher's total number of days of Occasional teaching experience with the Board divided by 194 rounded to the nearest hundredth and credited at the end of each year.
- 10.07 If circumstances require the cancellation of a casual assignment without advance notice, an Occasional Teacher shall be paid for the assignment and may be assigned teaching duties by the Principal for the equivalent of the original assignment. When a school is closed due to climatic or catastrophic conditions, an Extended Occasional Teacher shall be paid for the equivalent of the original assignment.
- 10.08 An Extended Occasional Teacher who works on the regular school days on both sides of a Professional Activity Day and attends the scheduled activities of the day shall be paid his/her regular pay for the Professional Development Day, which shall be included for the purposes of the sixteen (16) required days in Article II.
- 10.09 The Board shall pay every two weeks upon submission by the Occasional Teacher of a time sheet(s) that has been approved by the appropriate principal(s).

## **XI** **BENEFITS**

- 11.01 The Occasional Teacher shall receive \$5.00 per full day in lieu of the Group Insurance Plan, Extended Health Benefit Plan, Vision Care and Dental Plan and any other Board benefits.

## **XII** **REASONABLE ACCESS**

- 12.01 The employer will make every effort to provide each employee with reasonable access to classrooms, records, supplies, and all other amenities necessary to the duties assigned.
- 12.02 The Board will make every effort to provide the Occasional Teacher with a package containing: a support information sheet, attendance lists, seating plans, timetable, teaching assignment and/or lesson plans. In addition to these supplies, the Board will make every effort to provide the Occasional Teacher with a key or keys that will open the relevant classroom doors for the day. The Occasional Teacher will not be permitted to submit his/her paysheet until such keys have been returned.

### **XIII DISTRIBUTION OF WORK**

- 13.01 Applications from occasional teachers covered by this agreement, in response to internally advertised positions, shall be considered for permanent and probationary positions that become available within the Board prior to external advertising, subject to the provisions of the OSSTF District 27, Teachers' Bargaining Unit Agreement.
- 13.02 It is agreed that Article IX - Resolution of Disputes does not apply to the above Article.

### **XIV EVALUATION**

- 14.01 **An** Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled *to make* written comments, if he/she desires. Such documentation and comments will be retained as a part of the Occasional Teacher's file.
- 14.02 Corrections and amendments agreed to by both parties shall be made in writing and included in the employee's **file**. Copies of the changes shall be sent to all parties who receive copies of the original.

### **XV SICKLEAVE**

- 15.01 **An** extended occasional teacher shall **be** entitled to two (2) days paid sick leave per month, cumulative for the duration of the extended occasional teaching assignment. Paid sick leave will be credited at the beginning of each month of the assignment. Where the assignment continues from first semester to second semester for the same teacher in the same school the accumulation will continue.

### **XVI LEAVE OF ABSENCE**

- 16.01 All teachers on the Occasional Teachers' List may, with one (1) month's written notification, request to have their name voluntarily removed from the Occasional Teachers' List for a period up to and including one (1) school year.
- 16.02 **The** Board will grant the request.
- 16.03 The Occasional Teacher's name shall, upon written notification from the teacher, be returned to the next Occasional Teachers' List which is released.

### **XVII LEAVES OF ABSENCE FOR EXTENDED OCCASIONAL TEACHERS**

- 17.01 Up to five (5) days compassionate leave without loss of pay will be granted in the event of the death of a spouse, and/or spousal equivalent, parent, child, guardian, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandchild, brother-in-law, and/or sister-in-law.
- 17.02 Leave will be granted without loss of pay, providing approval is granted by the Director or designate, to an Extended Occasional Teacher who is absent due to quarantine, or who by reasons of summons to **serve** as a juror, or a summons to **serve** as a witness in a court proceeding to which the occasional teacher is not a party or one of the persons charged. All fees for court appearances shall be turned **over** to the Board.

## **XVIII WORKING CONDITIONS**

- 18.01 a) A full teaching day shall consist of four **(4)** periods plus .17 tap and/or remedial. An occasional teacher will be paid 1/4 salary for each period worked to a maximum of 4/4 for one day.
- b) Where the assignment of the regular classroom teacher is three **(3)** or more periods, the occasional teacher may be assigned more than the number of periods assigned to the regular classroom teacher on the last day of an assignment. Where the assignment of the regular classroom teacher is three **(3)** or more periods, the casual occasional teacher will be paid for a full teaching day provided the teacher is available to be assigned more than the number of periods assigned to the regular classroom teacher.
- c) An occasional teacher shall not be assigned to teach more than four **(4)** periods in a day unless the teacher she/he is replacing was previously scheduled to work more than four **(4)** periods.
- d) For additional days beyond the first two **(2)** days of a continuous assignment or when it is known that the assignment will extend more than two days, the occasional teacher will be assigned only the regular duties of the teacher being replaced.
- 18.02 The Occasional Teacher shall have no supervision before commencement of the morning session on the first day of the assignment. The Occasional Teacher shall have no lunch duty on the first day of an afternoon assignment.
- 18.03 The Board shall provide each full time Occasional Teacher with an uninterrupted period for lunch free from duty, of at least forty (40) minutes per day.
- 18.04 The Board shall reimburse at the Board's current kilometre/mileage rate each Occasional Teacher for travel between an assignment for the same teacher involving two or more schools on the same day, within the Board's jurisdiction.
- 18.05 The Board shall provide information for each Board Wide Professional Activity Day. Occasional Teachers may participate on a voluntary basis at their own expense.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**FRONTENAC COUNTY BOARD OF EDUCATION**

**AND**

**O.S.S.T.F. FRONTENAC-DISTRICT 20 OCCASIONAL TEACHERS'  
BARGAINING UNIT**

This will confirm the understanding reached between the parties during negotiations with respect to information sharing.

On the Bargaining Unit President's request, the Board will provide mailing labels for members and computer generated Membership Lists. The Bargaining Unit agrees to reimburse the Board for the cost of labels and lists.

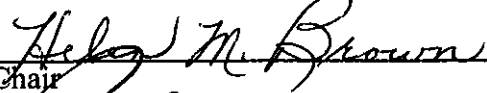
Note: Provision of the above information is subject to the Board receiving a copy of (1) the Bargaining Unit's notice to all members and (2) a copy of the resolution authorizing the Bargaining Unit under the Freedom of Information and Privacy Act to obtain member's addresses from the Board's records.

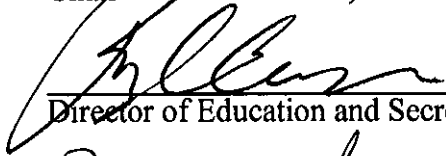
Original signed July 9, 1996 by:

Penny Smiley (For Board)  
and  
Seymour Golosky (For the Bargaining Unit)

IN WITNESS whereof the Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

LIMESTONE DISTRICT SCHOOL BOARD

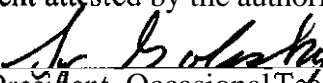
  
Chair

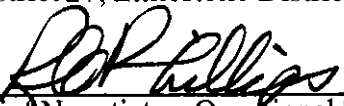
  
Director of Education and Secretary to the Board

  
Chair, Negotiations Committee

  
Date

IN WITNESS whereof the Ontario Secondary School Teachers' Federation has executed this Agreement attested by the authorized representatives:

  
President, Occasional Teachers' Bargaining Unit  
District 27, Limestone District, O.S.S.T.F

  
Chief Negotiator, Occasional Teachers' Bargaining Unit  
District 27, Limestone District, O.S.S.T.F

Signed this 1<sup>ST</sup> day of MARCH, 2001, at Kingston, Ontario