

**2002-2004**

**COLLECTIVE AGREEMENT**

**Between**

**THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD**

**And**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION -  
KEEWATIN-PATRICIA OCCASIONAL TEACHERS' LOCAL**

# INDEX

	Page
1:00 PURPOSE .....	1
2:00 SCOPE AND RECOGNITION .....	1
3:00 DEFINITIONS .....	1
4:00 UNION DUES AND ASSESSMENTS.....	2
5:00 RIGHTS AND RESPONSIBILITIES.....	2
6:00 ACCESS TO INFORMATION.....	3
7:00 COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION.....	3
8:00 OCCASIONAL TEACHER LIST .....	3
9:00 CALLING OF OCCASIONAL TEACHERS FOR LONG TERM OCCASIONAL TEACHING ASSIGNMENTS.....	4
10:00 JOB VACANCIES; SECONDARY SCHOOL TEACHING POSITIONS.....	4
11:00 SALARY .....	4
12:00 STAFFING .....	6
13:00 WORKING CONDITIONS .....	6
14:00 MEDICAL PROCEDURES.....	6
15:00 SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE .....	6
16:00 OCCUPATIONAL HEALTH AND SAFETY.....	7
17:00 TEACHER-BOARD RELATIONS COMMITTEE .....	7
18:00 BENEFITS.....	7
19:00 PAID SICK LEAVE.....	7
20:00 VOLUNTARY LEAVE OF ABSENCE.....	7
21:00 LEAVE FOR UNION BUSINESS .....	7
22:00 SHORT-TERM LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS.....	7
23:00 PREGNANCY/PARENTAL LEAVE.....	8
24:00 GRIEVANCE AND ARBITRATION PROCEDURE.....	8
25:00 STRIKES AND LOCKOUTS.....	9
26:00 UNION REPRESENTATION.....	9
27:00 CORRESPONDENCE.....	10
28:00 PROFESSIONAL ACTIVITY DAYS.....	10
29:00 REPRESENTATION.....	10
30:00 CRIMINAL BACKGROUND CHECKS .....	10
31:00 DURATION AND RENEWAL.....	11
APPENDIX A: OSSTF OCCASIONAL DAILY RATES.....	12
APPENDIX B: LETTER OF UNDERSTANDING (BENEFITS) .....	13
APPENDIX C: FULL-TIME EQUIVALENT ALLOCATIONS.....	14
AGREEMENT OF CONTRACT.....	15

## **1:00 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.

## **2:00 SCOPE AND RECOGNITION**

2:01 The employer being the Keewatin-Patricia District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as "the Union,") as the bargaining agent for all Secondary School Occasional Teachers employed by the Board .

2:02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

## **3:00 DEFINITIONS**

3:01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act.

3:02 "Probationary Occasional Teacher" is a newly hired Occasional Teacher who shall be on probation for up to a total of twenty-five (25) full teaching days as an Occasional Teacher and will not have access to the grievance procedure in instances of demotion, discharge, dismissal or discipline. Such cause shall be provided to the Occasional Teacher in writing. Notwithstanding, a surplus or retired Teacher would be considered to be a non-probationary occasional teacher if s/he chooses to be placed on the Occasional Teacher List.

3:03 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of 10 or more consecutive teaching days as a substitute for the same Teacher.

3:04 "Daily Occasional Teacher" shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.

3:05 "Unqualified Occasional Teacher" shall mean a person who does not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, approved by the Board for inclusion on an Emergency Unqualified Occasional Teacher List.

3:06 "Occasional Teacher List(s)" means a list of all Occasional Teachers approved by the Board to teach as an Occasional Teacher with the Board and who have paid their membership fees to OSSTF-Northern Shield Occasional Teachers Local.

3:07 "Secondary Teachers" shall mean the Secondary Teachers, other than Occasional Teachers, employed by the Board in its secondary panel.

3:08 "Recognized Teaching Experience" shall mean, Occasional Teachers will be credited with experience for occasional teaching divided by 194. In addition, Occasional Teachers will be credited with experience for teaching on a permanent, probationary or long term contract, pro-rated for part time teaching, rounded to the nearest full year (1/194). Such credited teaching experience will apply to grid experience when the Occasional Teacher is placed on a Long Term Occasional teaching assignment.

It is incumbent upon all Occasional Teachers to submit documentary proof of experience to the Board. It is recognized that the only documentary proof acceptable will be the Teacher's Pension Plan Service Record indicating the summary of experience, or written confirmation from the prior employing Board including the number of days taught, or such other documentation deemed acceptable by Human Resources.

### **Related Experience**

An allowance for trade or business experience will be paid to a Long Term Occasional Teacher who is teaching in the area of technological or business studies and whose basic qualifications for admission to a college or faculty of education were technological or business qualifications rather than academic.

Each year of the related experience in excess of the minimum requirements set out in the Regulations of the *Education Act* will be recognized to a maximum of five (5) years for salary purposes. At the Board's discretion, additional experience for salary purposes may be recognized.

### **3:00 DEFINITIONS (Continued)**

Years of related experience will be equated to qualified teaching experience on a two-to-one basis to a maximum of five (5) years on the grid. Related experience must be certified by the previous employer(s). Other proof of related experience acceptable to the Director of Education or Designate may be used for this purpose.

The years recognized for related experience will be added to the years recognized for base experience.

A documented request for related experience allowance must be presented to the Director or Designate during the term of the Long Term Occasional Assignment in order for the salary adjustment to be retroactive to the first day of the Long Term Occasional Assignment.

3:09 School Term shall mean the first semester (September-January) or the second semester (February through June).

3:10 "Board" shall mean the Board and its predecessors.

### **4:00 UNION DUES AND ASSESSMENTS**

4:01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the Provincial Office of the Union within thirty (30) days of the dues being deducted for secondary occasional teaching days.

4:02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form. A copy of this list and these deductions shall be forwarded to the President of the Local after each submission to the Treasurer of OSSTF (60 Mobile Drive, Toronto, Ontario M4A 2P3).

4:03 The Board shall provide to the Union, by September 15<sup>th</sup> of each year, or earlier if possible, a letter stating the total number of absences of secondary school, Daily and Long Term Occasional teaching assignments for the previous year.

4:04 Effective September 1, 1999, the Board shall deduct from the first pay cheque issued to each Occasional Teacher, each school year, the Local Union levy fee. Unless otherwise notified, the fee shall be ten dollars (\$10.00).

### **5:00 RIGHTS AND RESPONSIBILITIES**

#### **Reasonable Exercise of Rights**

5:01 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

#### **Statutory Responsibilities**

5:02 The Board agrees to comply with the Education Act, the Employment Standards Act, the Ontario Human Rights Code, the Occupational Health and Safety Act, and any other applicable statutes governing education and employment, and all regulations thereunder.

#### **No Penalty**

5:03 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

#### **No Discrimination**

5:04 The Board and the Occasional Teachers agree that there shall be equal treatment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, or because of participation in the activities of, or membership in, the Union.

#### **Evaluations**

5:05 Only supervisory officers, secondary principals and vice-principals shall evaluate an Occasional Teacher's competence.

## **5:00 RIGHTS AND RESPONSIBILITIES (Continued)**

5:06 Occasional Teachers may be evaluated upon request of an occasional teacher, or the employer. The Ontario Teacher Performance Appraisal Document will be utilized for such appraisals.

### **Just Cause**

- 5:07 a) i) No Occasional Teacher, who has completed the probationary period, shall be demoted, discharged, dismissed, disciplined in any way, have his or her name removed from the list(s), or fail to be assigned work as a result of performance or conduct, without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing.
- a) ii) Notwithstanding a) i) above, a probationary occasional teacher who has been demoted, discharged, dismissed, or disciplined, will be provided a written explanation of any such actions.
- b) In circumstances outlined in a), the Board will endeavour to hold a meeting between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have the right to have a Union representative present.

## **6:00 ACCESS TO INFORMATION**

6:01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.

6:02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.

6:03 An Occasional Teacher shall be entitled, upon request, to copies of materials contained in his/her personnel file.

6:04 Occasional Teachers shall receive copies of any formal evaluations or letters of discipline placed in their personnel file within five (5) days of the material being filed.

6:05 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.

6:06 An Occasional Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in 6:04 and 6:05. The Occasional Teacher's written submission shall become part of the file.

6:07 An Occasional Teacher may request to have copies of pertinent materials placed in his or her central personnel file.

## **7:00 COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION**

7:01 The Board shall provide a copy of the current collective agreement to the principal of each secondary school under the jurisdiction of the Board.

7:02 The Board shall provide any Occasional Teachers newly added to the list, with an information package to be supplied by the Union.

## **8:00 OCCASIONAL TEACHER LIST**

8:01 The Board shall have only qualified Teachers on the list. Unqualified Teachers will only be used in accordance with the Education Act and its regulations and the College of Teachers Act .

8:02 a) Only those Occasional Teachers whose names are on the list shall be called for Daily and Long Term Occasional teaching assignments.

b) Where no one on the list is available and the Board deems it necessary to employ a person whose name is not on the list, the Union shall be advised as promptly as possible and that person's name shall be included on the list immediately.

**8:00 OCCASIONAL TEACHER LIST (Continued)**

- 8:03 An Occasional Teacher shall notify the Human Resources Office of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 8:04 The list shall indicate which, if any, Occasional Teachers are on Long Term Occasional assignments at the time it is published, and the expected expiry date of the said assignments.
- 8:05 The Union and the Board shall monitor and maintain the various Occasional Teacher Lists, keeping in mind the Board's requirement to staff schools while at the same time having an awareness of the need to ensure that the Occasional Teachers need to maximize their opportunities to work.
- 8:06 The list shall provide the following information for each Occasional Teacher: full name, telephone number, subjects/divisions/grades that the Occasional Teacher is qualified to teach, number of days or specific days of the week that the Occasional Teacher is available for work, and specific schools where the Occasional Teacher wishes to work.
- 8:07 On or about September 30<sup>th</sup> of each school year, the Board will provide the Union and the Local President with the addresses and telephone numbers of all Occasional Teachers on the Board's list. Any amendments to the list shall be forwarded to the Union and the Local President as they occur.
- 8:08 An Occasional Teacher's name shall be removed from the list for the following reasons:
  - (i) he or she is removed for just and sufficient cause;
  - (ii) he or she asks to have his/her name removed from the list;
  - (iii) he or she fails to notify the Personnel Department by July 1st each year of his/her desire to remain on the list for the next school year. The Board shall provide the Intent to Return Forms at each school. It shall be the responsibility of each Occasional Teacher to complete and submit the form to the Human Resources Office by July 1<sup>st</sup> to be included on the September 1<sup>st</sup> Occasional Teacher List.

**9:00 CALLING OF OCCASIONAL TEACHERS FOR LONG TERM OCCASIONAL TEACHING ASSIGNMENTS**

- 9:01 When a known Long Term Occasional position declared by the Board becomes available, the Board will notify the Local President and post such notice for five (5) days, following which the position may be filled. Positions may be advertised externally subsequent to or simultaneously with internal postings. Internal applicants shall be given first consideration.

**10:00 JOB VACANCIES: SECONDARY SCHOOL TEACHING POSITIONS**

- 10:01 The Board will forward to the Local President of the Secondary Occasional Teachers' Union, copies of all job postings for full-time and part-time educational positions.
- 10:02 The Board will post vacancies for five (5) days prior to the closing date in order to allow sufficient time for all interested and qualified Occasional Teachers to make application.
- 10:03 The Board shall include teachers from the Occasional Teacher List among the candidates to be considered when pool hiring for permanent full-time or part-time teaching positions.

**11:00 SALARY**

- 11:01 Effective upon the date of ratification of this Collective Agreement, the Board shall pay rates of remuneration for Daily Occasional Teachers as follows:

(All rates are deemed to include vacation pay and pay in lieu of benefits)

Effective September 1, 2002	Qualified	\$165.00/day	Unqualified	\$124.00/day
Effective September 1, 2003	Qualified	\$171.00/day	Unqualified	\$129.00/day
Effective June 30, 2004	Qualified	\$172.00/day	Unqualified	\$129.00/day

- 11:02 Daily Occasional Teachers shall be paid on a bi-weekly basis, by direct deposit into the bank, trust company or credit union account designated by the Teacher. An Occasional Teacher who changes bank, trust company or credit union shall notify, in writing, the Payroll Department, at least two weeks in advance of the next scheduled payday.

## **11:00 SALARY (Continued)**

- 11:03 The Daily Occasional Teacher's remuneration shall be determined either by a half day or a full day worked. Half/full day can be a combination of various assignments that total no more than a regular teaching assignment.
- 11:04 a) Long Term Occasional Teachers shall be paid for each day of employment at a daily rate of 1/194 of the appropriate salary grid according to their qualifications and teaching experience. It is understood that payment on the secondary teachers' salary grid includes payment for vacation pay and payment in lieu of benefits. (Appendix A – Secondary Long Term Occasional Daily Rates Grid)
- b) Effective September 1, 2002, Unqualified Long Term Occasional Secondary Teachers shall be paid a daily rate of \$136.22.
- 11:05 a) A Long Term Occasional Teacher shall be placed on the appropriate salary grid in accordance with the Occasional Teacher's recognized teaching experience and category/group placement effective on the first (1<sup>st</sup>) day of a single assignment should an assignment replacing the same Teacher extend beyond nine (9) consecutive teaching days.
- b) In accordance with Article 11:05 a) the appropriate salary grid will be the grid of the panel, elementary or secondary, in which the assignment occurs. The qualifications and experience will be those of the Occasional Teacher accepting the assignment being applied to the appropriate grid.
- c) In accordance with Articles 11:07 and 11:09, if documentary proof of experience and/or category/group placement is obtained at any time during a long term assignment, the Board will pay the Long Term Occasional Teacher the appropriate grid rate from the first day of the assignment.
- 11:06 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.
- 11:07 It shall be the responsibility of the Occasional Teacher to provide the Board with all relevant statements of teaching experience within ninety (90) school days of initial placement on the list for retroactive adjustment to the first day of any long term assignment.
- 11:08 Statements of experience for Long Term Occasional Assignments will be issued semi-annually to each occasional teacher who has completed a Long Term Occasional Assignment within that period. The statement of experience will include the number of days worked in each Long Term Occasional Assignment and the period of each assignment.

### **Category/Group Placement**

- 11:09 Each Occasional Teachers' category/group classification on the salary grid shall be determined by the application of the current QECO Programme and/or Certification plan of OSSTF, or at the option of the Occasional Teacher, he or she may continue placement under the previous programme/plan. Should QECO or OSSTF develop a new programme/plan during the life of the collective agreement, the new programme/plan shall apply. An Occasional Teacher who has chosen per the above, to continue placement under a previous programme/plan shall have the option to either continue placement under the chosen programme/plan or to have his/her placement determined according to the new QECO programme/OSSTF Certification Plan.

Where an occasional teacher has decided to continue under the current programme/plan and later decides to have his/her placement re-evaluated, he/she must notify the Board when making application. Any such resulting adjustment will be made in accordance with his/her application for re-evaluation and will not be made retroactive any further than the time of his/her re-application.

## **11:00 SALARY (Continued)**

11:10 It shall be the responsibility of the Occasional Teacher to provide the Board with a QECO Programme 4 Rating Statement and/or an OSSTF Certification Rating Statement (September 1997 Certification Plan) and any supporting documents within ninety (90) school days of initial placement on the list for retroactive adjustment to the first day of the long term assignment.

If receipt of the QECO or OSSTF statement is delayed, as a result of circumstances beyond the occasional teacher's control, such retroactive adjustment will not be unreasonably withheld. It shall be the responsibility of the occasional teacher to provide proof of his/her timely application for the evaluation.

11:11 Where an unqualified occasional teacher is employed in a long term assignment, under a Letter of Permission, s/he shall be compensated at the daily rate of Group 1, 0 Years of Experience.

## **12:00 STAFFING**

12:01 Only persons employed by the Board in accordance with this collective agreement or in accordance with the Board's Secondary School Teachers' collective agreement shall be assigned to teach secondary pupils.

12:02 The Board may assign an Occasional Teacher when a Secondary Teacher is absent.

## **13:00 WORKING CONDITIONS**

13:01 The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given. The Board will endeavour to ensure that each school will:

- a) Provide basic school related information to assist the Occasional Teacher at the beginning of the assignment
- b) Assign only the regular schedule of the Teacher being replaced
- c) Avoid assigning early morning yard duty on the first day of the assignment and avoid assigning lunch time duty if it is only an afternoon assignment on the first day of an assignment
- d) The School Principal, or designate, will be available to assist the Occasional Teacher in matters of discipline with students

## **14:00 MEDICAL PROCEDURES**

### **Not Responsible for Diagnosis or Medication**

14:01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk, injury or liability for negligence.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

## **15:00 SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE**

15:01 If circumstances require the cancellation of a Daily Occasional assignment without two (2) hours advance notice, the Occasional Teacher shall be assigned professional activities by the Principal for:

- (a) one-half day and paid for one-half day if called for one half day.
- (b) a full day and paid for a full day if called for a full day.

The Occasional Teacher may decline the assignment and forfeit pay.

### **Late Calls**

15:02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives within a reasonable time of receiving such late request.

### **Emergencies**

15:03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid full pay at the applicable rate of pay.



## **16:00 OCCUPATIONAL HEALTH AND SAFETY**

### **Work Refusal**

16:01 No Occasional Teacher shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for otherwise seeking to enforce her or his rights in any matter related to health and safety.

### **Health and Safety Committee**

16:02 The Board agrees to provide Certification Training for one member of each panel for occasional teachers. Training will be provided at the Board's expense with the occasional teacher's time being unpaid.

## **17:00 TEACHER-BOARD RELATIONS COMMITTEE**

17:01 The Teacher-Board Relations Committee shall be composed of an equal number of members from the Union and the Board. The Union and the Board shall each appoint a Co-Chair either of whom may request a meeting.

17:02 The Teacher-Board Relations Committee may discuss general conditions of employment and other concerns not covered by this agreement.

## **18:00 BENEFITS**

See Attached Letter of Understanding – Appendix B

## **19:00 PAID SICK LEAVE**

### **Long Term Occasional Teachers**

19:01 Long Term Occasional Teachers shall accumulate sick leave credits at the rate of one (1) day's credit for each ten (10) days of long term assignment completed. Sick leave credits will not accumulate beyond termination of any long term assignment nor will they be transferable to future assignments and/or employer(s).

19:02 Sick leave credits for each Long Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. For absence due to illness or injury in excess of five (5) consecutive days, such Teacher shall, if requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a health care practitioner.

## **20:00 VOLUNTARY LEAVE OF ABSENCE**

20:01 Upon written request to the Human Resources Department, the Board agrees to approve a voluntary leave of absence for any Occasional Teacher on the Occasional Teacher List(s). Such leave may be for a period up to and including one school year. The Occasional Teachers' name will be returned to the list upon receipt of and in accordance with a written request from the Occasional Teacher.

## **21:00 LEAVE FOR UNION BUSINESS**

21:01 The Board will allow the Union the equivalent of forty (40) teaching days release time per school year at Board expense to be for Union purposes which may include negotiations. Such released members will receive pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.

The union shall reimburse the Board with respect to its actual costs for such release time. The Parties, by mutual consent, may exceed the forty (40) day maximum where special circumstances exist.

## **22:00 SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS**

### **Bereavement Leave**

22:01 Commencing the first working day following the day of death, an employee is allowed a leave, with pay, of up to five (5) consecutive working days on the death of a member of the employee's immediate family. Immediate family includes the employee's spouse or common-law partner with whom the employee resides, parent, children, brother, sister, parent-in-law, grandparent, grandparent-in-law, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian. Additional travel time may be granted at the discretion of the Director of Education or Designate.

## **22:00 SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS (Continued)**

### **Jury Duty**

- 22:02 A Long Term Occasional Teacher is entitled to a paid leave of absence if ordered for jury duty or is summonsed to be a witness in a court proceeding (not including tribunals) for which the teacher is not a party. Application for such leave must be in writing to the Director of Education or Designate and must fully articulate the reasons surrounding the request.

### **Quarantine**

- 22:03 Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or Designate.

## **23:00 PREGNANCY/PARENTAL LEAVE**

The Board shall grant to a Long Term Occasional Teacher a pregnancy/parental leave in accordance with the *Employment Standards Act*, R.S.O., 1990.

## **24:00 GRIEVANCE AND ARBITRATION PROCEDURE**

### **Definition of Grievance**

- 24:01 Any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

It is understood that an employee has no grievance until the matter has been referred to the appropriate principal or designate and an opportunity given to adjust the complaint.

### **Individual Grievance**

#### **STEP 1**

- 24:02 Grievance(s) must be submitted by the Union in writing to the appropriate Superintendent or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

#### **STEP 2**

- 24:03 If no settlement is reached, the Union shall file the grievance in writing to the Director of Education with ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education. A written response will be provided to the Union from the Director of Education within five (5) school days of the meeting.

#### **STEP 3**

- 24:04 If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response.

### **Arbitration**

- 24:05 When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

### **Decision of the Arbitrator**

- 24:06 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any employee or employees affected by it.

## **24:00 GRIEVANCE AND ARBITRATION PROCEDURE (Continued)**

### **Board of Arbitration**

24:07 When both parties agree, a grievance may be submitted to a Board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration Board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the arbitration Board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the arbitration Board, the other party may request the Minister of Labour of Ontario to refer the grievance to a single arbitrator.

### **Powers of the Board of Arbitration**

24:08 An arbitrator or an arbitration Board, as the case may be, has the powers of an arbitrator or arbitration Board under the Labour Relations Act and, in addition, has the power:

- (a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so; and
- (b) to grant such interim orders, including interim relief, as the arbitrator or arbitration Board considers proper, including interim reinstatement.

### **Decision of the Board of Arbitration**

24:09 An arbitration Board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of arbitration shall be final and binding.

### **Expenses of the Arbitrator or Board of Arbitration**

24:10 Both parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (½) of the fees and expenses of the chair of the arbitration Board.

### **Policy Grievance**

24:11 The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

### **Grievance Mediation**

24:12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

## **25:00 STRIKES AND LOCKOUTS**

25:01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

### **Strike by other Board Employees**

25:02 Where an Occasional Teacher feels that his/her safety is jeopardized by crossing a picket line, the Occasional Teacher shall contact the Director of Education, or designate, who in turn will provide for the safety of the employee in reporting for work.

## **26:00 UNION REPRESENTATION**

26:01 The Union shall notify the Board in writing of the names of persons elected to office in the Union.

26:02 The Board shall provide to the Union bulletin board space in each school for the posting of notices which may be of interest to Occasional Teachers.

26:03 The Board shall provide Occasional Teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program.

## **26:00 UNION REPRESENTATION (Continued)**

26:04 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practical, such meetings shall be held during the school day.

## **27:00 CORRESPONDENCE**

27:01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and to and from the President of the Local Union or designate.

## **28:00 PROFESSIONAL ACTIVITY DAYS**

28:01 The Board shall provide information to the Union about the professional development activities provided by the Board.

28:02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

28:03 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity sessions.

28:04 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board. Requests for attendance should be made through the Principal of a school.

28:05 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay. Request for attendance should be made through a Principal of a school.

28:06 The Board will assist the Local in organizing one unpaid Professional Development Day for Occasional Teachers each school year. It is understood that any Professional Development Day organized will be at no cost to the Board unless expenses are pre-authorized by the Board.

## **29:00 REPRESENTATION**

29:01 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of this agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board, if requested, will supply the Local with a list of its supervisory personnel.

## **30:00 CRIMINAL BACKGROUND CHECKS**

30:01 The Board shall pay the cost of any criminal record check required in respect of an incumbent occasional teacher, provided the occasional teacher participates in the process operated by the Ontario Education Services Corporation.

30:02 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of The Education Act and other subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, advise the Local of the names of those so designated. Such personnel shall not be members of the Local.

30:03 The Board shall not release any information about an occasional teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

30:04 The Board shall consult with the Local regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

## **31:00 DURATION AND RENEWAL**

### **Remains in Effect Until Notice Given**

- 31:01 This collective agreement becomes effective on September 1, 2002, and shall remain in effect until August 31, 2004 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the Labour Relations Act.
- 31:02 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.
- 31:03 a) Any party to this collective agreement desiring to amend an article or articles of this Agreement shall give notice in writing to the other party and both parties shall meet within fifteen (15) teaching days of the notice being received.
- b) No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

**OSSTF OCCASIONAL DAILY RATES**

**APPENDIX A**

<b>GRID EFFECTIVE DATE SEPTEMBER 1, 2002</b>								
	<b>Group 1</b>	<b>Daily</b>	<b>Group 2</b>	<b>Daily</b>	<b>Group 3</b>	<b>Daily</b>	<b>Group 4</b>	<b>Daily</b>
<b>0</b>	\$36,116	\$186.16	\$37,602	\$193.82	\$40,565	\$209.10	\$42,491	\$219.03
<b>1</b>	\$38,173	\$196.77	\$39,896	\$205.65	\$43,054	\$221.93	\$45,198	\$232.98
<b>2</b>	\$40,229	\$207.37	\$42,192	\$217.48	\$45,544	\$234.76	\$47,903	\$246.92
<b>3</b>	\$42,284	\$217.96	\$44,485	\$229.30	\$48,032	\$247.59	\$50,609	\$260.87
<b>4</b>	\$44,340	\$228.56	\$46,779	\$241.13	\$50,521	\$260.42	\$53,314	\$274.81
<b>5</b>	\$46,398	\$239.16	\$49,073	\$252.95	\$53,010	\$273.25	\$56,020	\$288.76
<b>6</b>	\$48,453	\$249.76	\$51,367	\$264.78	\$55,500	\$286.08	\$58,725	\$302.71
<b>7</b>	\$50,510	\$260.36	\$53,662	\$276.61	\$57,988	\$298.91	\$61,431	\$316.65
<b>8</b>	\$52,566	\$270.96	\$55,957	\$288.44	\$60,477	\$311.74	\$64,136	\$330.60
<b>9</b>	\$54,622	\$281.56	\$58,251	\$300.26	\$62,966	\$324.57	\$66,842	\$344.55
<b>10</b>	\$56,770	\$292.63	\$60,571	\$312.22	\$65,637	\$338.34	\$69,815	\$359.87
<b>11</b>	\$59,260	\$305.46	\$63,229	\$325.92	\$68,515	\$353.17	\$72,879	\$375.66
<b>GRID EFFECTIVE DATE FEBRUARY 1, 2003</b>								
	<b>Group 1</b>	<b>Daily</b>	<b>Group 2</b>	<b>Daily</b>	<b>Group 3</b>	<b>Daily</b>	<b>Group 4</b>	<b>Daily</b>
<b>0</b>	\$36,477	\$188.03	\$37,978	\$195.76	\$40,971	\$211.19	\$42,916	\$221.22
<b>1</b>	\$38,555	\$198.74	\$40,295	\$207.71	\$43,485	\$224.15	\$45,650	\$235.31
<b>2</b>	\$40,631	\$209.44	\$42,614	\$219.66	\$45,999	\$237.11	\$48,382	\$249.39
<b>3</b>	\$42,707	\$220.14	\$44,930	\$231.60	\$48,512	\$250.06	\$51,115	\$263.48
<b>4</b>	\$44,783	\$230.84	\$47,247	\$243.54	\$51,026	\$263.02	\$53,847	\$277.56
<b>5</b>	\$46,862	\$241.56	\$49,564	\$255.48	\$53,540	\$275.98	\$56,580	\$291.65
<b>6</b>	\$48,938	\$252.26	\$51,881	\$267.43	\$56,055	\$288.94	\$59,312	\$305.73
<b>7</b>	\$51,015	\$262.96	\$54,199	\$279.38	\$58,568	\$301.90	\$62,045	\$319.82
<b>8</b>	\$53,092	\$273.67	\$56,517	\$291.32	\$61,082	\$314.86	\$64,777	\$333.90
<b>9</b>	\$55,168	\$284.37	\$58,834	\$303.27	\$63,596	\$327.81	\$67,510	\$347.99
<b>10</b>	\$57,338	\$295.56	\$61,177	\$315.35	\$66,293	\$341.72	\$70,513	\$363.47
<b>11</b>	\$59,853	\$308.52	\$63,861	\$329.18	\$69,200	\$356.70	\$73,608	\$379.42
<b>GRID EFFECTIVE DATE SEPTEMBER 1, 2003</b>								
	<b>Group 1</b>	<b>Daily</b>	<b>Group 2</b>	<b>Daily</b>	<b>Group 3</b>	<b>Daily</b>	<b>Group 4</b>	<b>Daily</b>
<b>0</b>	\$37,389	\$192.73	\$38,927	\$200.65	\$41,995	\$216.47	\$43,989	\$226.75
<b>1</b>	\$39,519	\$203.71	\$41,302	\$212.90	\$44,572	\$229.75	\$46,791	\$241.19
<b>2</b>	\$41,647	\$214.68	\$43,679	\$225.15	\$47,149	\$243.04	\$49,592	\$255.63
<b>3</b>	\$43,775	\$225.64	\$46,053	\$237.39	\$49,725	\$256.31	\$52,393	\$270.07
<b>4</b>	\$45,903	\$236.61	\$48,428	\$249.63	\$52,302	\$269.60	\$55,193	\$284.50
<b>5</b>	\$48,034	\$247.60	\$50,803	\$261.87	\$54,879	\$282.88	\$57,995	\$298.94
<b>6</b>	\$50,161	\$258.56	\$53,178	\$274.11	\$57,456	\$296.16	\$60,795	\$313.38
<b>7</b>	\$52,290	\$269.54	\$55,554	\$286.36	\$60,032	\$309.44	\$63,596	\$327.81
<b>8</b>	\$54,419	\$280.51	\$57,930	\$298.61	\$62,609	\$322.73	\$66,396	\$342.25
<b>9</b>	\$56,547	\$291.48	\$60,305	\$310.85	\$65,186	\$336.01	\$69,198	\$356.69
<b>10</b>	\$58,771	\$302.94	\$62,706	\$323.23	\$67,950	\$350.26	\$72,276	\$372.56
<b>11</b>	\$61,349	\$316.23	\$65,458	\$337.41	\$70,930	\$365.62	\$75,448	\$388.91
<b>GRID EFFECTIVE DATE JUNE 1, 2004</b>								
	<b>Group 1</b>	<b>Daily</b>	<b>Group 2</b>	<b>Daily</b>	<b>Group 3</b>	<b>Daily</b>	<b>Group 4</b>	<b>Daily</b>
<b>0</b>	\$37,787	\$194.78	\$39,341	\$202.79	\$42,442	\$218.77	\$44,457	\$229.16
<b>1</b>	\$39,939	\$205.87	\$41,741	\$215.16	\$45,046	\$232.20	\$47,289	\$243.76
<b>2</b>	\$42,090	\$216.96	\$44,144	\$227.55	\$47,651	\$245.62	\$50,120	\$258.35
<b>3</b>	\$44,241	\$228.05	\$46,543	\$239.91	\$50,254	\$259.04	\$52,950	\$272.94
<b>4</b>	\$46,391	\$239.13	\$48,943	\$252.28	\$52,858	\$272.46	\$55,780	\$287.53
<b>5</b>	\$48,545	\$250.23	\$51,344	\$264.66	\$55,463	\$285.89	\$58,612	\$302.12
<b>6</b>	\$50,695	\$261.31	\$53,744	\$277.03	\$58,067	\$299.31	\$61,442	\$316.71
<b>7</b>	\$52,846	\$272.40	\$56,145	\$289.41	\$60,671	\$312.74	\$64,273	\$331.30
<b>8</b>	\$54,998	\$283.49	\$58,546	\$301.78	\$63,275	\$326.16	\$67,102	\$345.89
<b>9</b>	\$57,149	\$294.58	\$60,947	\$314.16	\$65,880	\$339.59	\$69,934	\$360.48
<b>10</b>	\$59,396	\$306.16	\$63,373	\$326.66	\$68,673	\$353.98	\$73,045	\$376.52
<b>11</b>	\$62,002	\$319.60	\$66,154	\$341.00	\$71,685	\$369.51	\$76,251	\$393.05

**LETTER OF UNDERSTANDING**

**Between**

**THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD  
(hereinafter referred to as "The Board")**

**and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
KEEWATIN-PATRICIA OCCASIONAL TEACHERS' LOCAL  
(hereinafter referred to as "The Union")**

The Board and the Union agree to examine the provision of benefits for Long Term Occasional Teachers employed in a Long Term Occasional Assignment on a case by case basis.

Specifically, the Board will not entertain benefits when it is maintaining benefits for the employee for which the Long Term Occasional is replacing.

However, to promote fairness and equity, the Board will examine, on an individual basis, the possibility of the provision of, providing benefits for Long Term Occasional Teachers employed over one (1) year when it is not providing benefits for the person for whom the Long Term Occasional Teacher is replacing.

**FULL-TIME EQUIVALENT ALLOCATIONS**

ASSIGNMENT	FTE STATUS
1 class	17%
2 classes	33%
3 classes	50%
4 classes	67%
5 classes	83%
6 classes	100%



**AGREEMENT OF CONTRACT**

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and The Ontario Secondary School Teacher's Federation-Keewatin-Patricia Occasional Teachers' Local at a meeting held on April 16, 2003. It is further certified that this agreement was ratified by the Keewatin-Patricia District School Board on \_\_\_\_\_, and The Secondary School Teacher's Federation-Keewatin-Patricia Occasional Teachers' Local on \_\_\_\_\_.

Dated at Dryden, Ontario, \_\_\_\_\_

FOR THE KEEWATIN-PATRICIA  
DISTRICT SCHOOL BOARD

FOR THE SECONDARY SCHOOL TEACHERS'  
FEDERATION-KEEWATIN-PATRICIA OCCASIONAL  
TEACHERS' LOCAL

\_\_\_\_\_  
B. Hancock, Board Chair

\_\_\_\_\_  
R. Pachal, President

\_\_\_\_\_  
D. McLeod, Director of Education

\_\_\_\_\_  
D. Pochailo, Negotiator