

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

## **ARTICLE 1 - PURPOSE**

- 1.01 It is the desire of both Parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement, and to set out the terms and conditions of employment that have been agreed to by the Parties.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for all Occasional Teachers in the Secondary Panel employed by Trillium Lakelands District School Board.
- 2.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 2.03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.04 The Bargaining Unit recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.05 The Employer recognizes the right of a member to request the assistance of an OSSTF and/or Bargaining Unit representative at any meeting where the conduct, competence or performance of the member is to be formally discussed.
- 2.06 It is understood that a member with an Occasional Teaching assignment may be a member of more than one teacher bargaining unit.

## **ARTICLE 3 - DURATION & RENEWAL**

- 3.01 The effective period of this Agreement shall be September 1, 2001 to August 31, 2004 inclusive.
- 3.02 This Collective Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect in accordance with the applicable provisions of the Ontario Labour Relations Act and the Education Act.
- 3.03 Either Party may notify the other, in writing, within the period of one hundred and twenty (120) days prior to the expiration of this Agreement that it desires to negotiate with a view to renewal, with or without modifications, of this Agreement.
- 3.04 If either Party gives notice of its desire to negotiate in accordance with paragraph 3.01, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Collective Agreement in accordance with the Labour Relations Act.

- 3.05 No changes can be made to this Agreement without the mutual written consent of the Parties.

#### **ARTICLE 4 - FEDERATION FEES**

- 4.01 On each pay date on which a member is paid, the Employer shall deduct from each member the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined annually by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded to the Employer at least thirty (30) days prior to the expected date of change.
- 4.02 The OSSTF dues deducted in 4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15<sup>th</sup>) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their Social Insurance numbers, daily rate, number of days worked in the pay period, earnings for the pay period, and the Federation Fees deducted.
- 4.03 Dues specified by the Bargaining Unit in Article 4.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 15, no later than the fifteenth (15<sup>th</sup>) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their Social Insurance numbers, daily rate, number of days worked in the pay period, earnings for the pay period, and the Federation Fees deducted.
- 4.04 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 OSSTF and/or the Bargaining Unit.

#### **ARTICLE 5 - DEFINITIONS**

- 5.01 "Short Term Occasional Teacher" shall mean an Occasional Teacher whose employment is for a casual period that is on a day-to-day basis until no longer required or until "Long Term Occasional Teacher" status is attained.
- 5.02 "Long Term Occasional Teacher" shall mean an Occasional Teacher qualified under the *Education Act* and Regulations to teach as a substitute for a permanent, probationary or temporary Teacher:
- (a) who has died during the school year, in which case the substitute employment shall not extend past the end of the school year in which the death has occurred, or
  - (b) who is absent from duties for a temporary period, in which case the substitute employment shall not extend past the end of the second school year after the absence begins.
- 5.03 "Federation" means the Ontario Secondary School Teachers' Federation. "Union", "OSSTF" and "Bargaining Agent" shall have an identical meaning.
- 5.04 "Board" means the Trillium Lakelands District School Board (TLDSB), as well as its predecessor Boards, namely The Muskoka Board of Education, The Haliburton County Board of Education, and The Victoria County Board of Education. "Employer" shall have an identical meaning.

- 5.05 "Parties" means the OSSTF and the TLDSB.
- 5.06 "Lockout" and "Strike" means lockout and strike as defined by the *Labour Relations Act*, as amended from time-to-time.
- 5.07 "Bargaining Unit" means all Occasional Teachers employed by the Trillium Lakelands District School Board in the secondary panel.
- 5.08 "*Labour Relations Act*" means the *Ontario Labour Relations Act*

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the affairs of the Board and the school system are vested solely and exclusively with the Board.
- 6.02 The Parties agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

## **ARTICLE 7 - RIGHTS & RESPONSIBILITIES**

### 7.01 Just Cause

No employee who has successfully completed the probationary period shall be dismissed, demoted or disciplined without just cause. A probationary employee may be dismissed at the sole discretion of the Board, subject to the principles of procedural fairness.

### 7.02 Non-Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the Ontario Secondary School Teachers' Federation or any Committee, Branch or District thereof.

### 7.03 Strike or Lockout

There shall be no strike or lock-out during the term of this Collective Agreement or its continuation in accordance with the provisions of the *Labour Relations Act*. The terms "strike" and "lock-out" shall be as defined in the *Labour Relations Act*.

### 7.04 Copies of the Collective Agreement

The Employer shall provide a copy of the Collective Agreement to each Bargaining Unit member within sixty (60) days of the execution of a new Collective Agreement. The Employer shall provide new members with a copy of the Collective Agreement, the name of the Bargaining Unit President and the address and telephone number of the District Office when they are hired. The cost of printing the Collective Agreement shall be shared equally by the Parties.

#### 7.05 Probationary Period

Each newly-hired employee in the Bargaining Unit shall serve a probationary period of forty (40) school days.

#### 7.06 Correspondence

A copy of any correspondence relating to this Collective Agreement from authorized representatives of the Bargaining Unit to any authorized representatives of the Employer shall be provided to the Human Resources Administrator.

#### 7.07 Access to Personnel Files

A member of the Bargaining Unit, upon written request, shall have access to the member's files in the presence of a supervisory officer or designate. The member shall have the right to obtain copies of any material contained in the files, to add information and to request correction or deletion of material.

#### 7.08 Labour Management Committee

There shall be a Labour Management Committee consisting of up to two (2) members appointed by the Employer and up to two (2) members appointed by the Bargaining Unit. The Committee shall meet at the request of the Bargaining Unit Executive or the Employer to discuss matters of common concern. Meetings of the Committee shall normally take place outside of normal working hours. Where it is necessary that a meeting shall be held during the School Day, this shall be at no expense to the Employer unless the member was scheduled to work, in which case the member shall suffer no loss of pay or benefits.

#### 7.09 Statistics

The Employer agrees to provide the authorized representatives of the Bargaining Unit with such statistical data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Collective Agreement. Upon request of the Bargaining Unit, the information shall be provided within a reasonable time.

#### 7.10 Board Policies and Administrative Procedures

The Employer agrees to consult with the President of the Bargaining Unit prior to making any changes, additions or deletions to Board Policies which have a direct impact upon Bargaining Unit members. The Employer further agrees to consult with the President of the Bargaining Unit on the development of or revisions to Administrative Procedures which have a direct impact upon Bargaining Unit members in relation to the following: harassment, teacher evaluation, discipline, demotion or dismissal of teachers, employee assistance programs, student records management, special education, instructional time guidelines, safe schools, emergency preparedness, and reporting procedures related to child protection legislation. These provisions shall not apply if an authorized representative of Trillium Lakelands OSSTF participates in the development of a Board Policy or Administrative Procedure.

The Employer will provide the President of the Bargaining Unit with copies of Board Policies and Administrative Procedures which have a direct impact upon Bargaining Unit members.

## 7.11 Use of Board Premises

- (a) The Bargaining Unit shall, upon reasonable notice and subject to availability, be permitted to carry out Federation business on Board premises, at reasonable times and in reasonable locations, including membership, executive and council meetings and conferences between Federation representatives and members. It is agreed that the Bargaining Unit will reimburse the Employer for any additional direct costs incurred in relation to general meetings of the Bargaining Unit membership held on Board premises.
- (b) The Employer shall provide bulletin board space for the use of the Bargaining Unit at an appropriate location in each workplace upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Union and its members.
- (c) The Bargaining Unit shall continue to have the use of the Employer's courier system, e-mail, phones and mail boxes for regular formal communication between the Bargaining Unit and its members.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### 8.01 Definitions

- (a) a "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- (b) the "Parties" shall be defined as the Bargaining Unit and the Board.
- (c) "days" shall mean regular work days unless otherwise indicated.

8.02 A member shall have the right to have present a representative from OSSTF to assist the member at any stage in this grievance and arbitration procedure.

### 8.03 Informal Complaint Stage

An individual member may discuss a complaint with the member's immediate supervisor (e.g. the Principal), who shall answer the complaint within five (5) days after receipt of the complaint.

### 8.04 Grievance Procedure - Individual and Group Grievance

In the case of a grievance by the Bargaining Unit on behalf of one of its members or a group of members, the following steps may be taken in sequence.

#### Step 1

The Bargaining Unit may initiate a written grievance within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known, with the designated Superintendent, who shall answer the grievance in writing within ten (10) days after receipt of the grievance. It is understood that a meeting will be held at Step 1, at the request of either party, in which case the Step 1 response will be provided within ten (10) days of the meeting.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Bargaining Unit.

### Step 2

If the reply of the designated Superintendent is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate, who shall answer the grievance in writing within five (5) days after receipt of the grievance.

At the request of either Party, the Director or designate shall convene a meeting of up to three (3) members of the Employer's Executive Council and up to three (3) members appointed by the Bargaining Unit to discuss the grievance within ten (10) days of receipt of the Step 2 referral. The Director or designate shall answer the grievance in writing within five (5) days of the meeting.

### Step 3

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

## 8.05 Grievance Procedure - Party

In the case of all other grievances by a Party, including a policy grievance or a grievance on behalf of an individual member who is unable to initiate a complaint, the Party making the grievance may take the following steps in sequence to resolve the matter.

The Party making the grievance may make a written grievance at Step 2 within sixty (60) days of the date the cause for the grievance became known, or ought reasonably to have been known, to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance in writing within five (5) days.

At the request of either Party, the Director or designate shall convene a meeting of up to three (3) members of the Employer's Executive Council and up to three (3) members appointed by the Bargaining Unit to discuss the grievance within ten (10) days of receipt of the grievance. The Director or designate or the President of the Bargaining Unit, as the case may be, shall answer the grievance in writing within five (5) days of the meeting.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Bargaining Unit or the Director or designate, as the case may be.

### Step 3

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, that Party may then apply for arbitration within twenty (20) days of the receipt of the reply.

## 8.06 Grievance Mediation

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

The fees for the mediator shall be shared equally by the Parties.

## 8.07 Arbitration

The referral to arbitration shall contain the name of the first Party's appointee to the Arbitration Board. The recipient of the referral shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within the time specified, the appointment shall be made by the Minister of Labour upon the request of either Party.

In any particular grievance, the Parties may agree to use a single Arbitrator.

- 8.08 The single Arbitrator or Board of Arbitration may substitute such other penalty in a discipline or discharge case as to the single Arbitrator or Board of Arbitration seems just and reasonable in all the circumstances.
- 8.09 The single Arbitrator or Board of Arbitration shall not be authorized to alter, modify, amend or add to this Collective Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- 8.10 The decision of the Arbitrator or Board of Arbitration shall be binding upon the Parties.
- 8.11 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.
- 8.12 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.
- 8.13 Time restrictions may be extended if mutually agreed in writing.
- 8.14 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted with the written consent of the Parties.
- 8.15 The terms of settlement of any grievance at any step shall be set out in writing and signed by the authorized representatives of the Parties.
- 8.16 Should the investigation or processing of a grievance require that the member(s) on whose behalf the grievance has been initiated or a Bargaining Unit representative be



released from regular duties, if scheduled to work, these members shall be released without loss of salary or benefits.

- 8.17 The time limits fixed for the grievance procedure under this Collective Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties. This paragraph does not preclude the application of Section 48, Sub-section 16 of the *Labour Relations Act*.
- 8.18 Any grievance(s) initiated and being processed under the terms of a Collective Agreement between the Teachers and a predecessor Board shall be dealt with under the grievance and arbitration procedure as set out in the Collective Agreement under which the grievance was initiated.

## **ARTICLE 9 - OCCASIONAL TEACHER LIST**

- 9.01 The Occasional Teacher List is maintained by the Board, and is a list of all qualified Teachers who have been accepted by the Board to teach as Occasional Teachers in the Secondary Panel.
- 9.02 To be eligible for inclusion on the Occasional Teacher List, an applicant must be a member in good standing with the Ontario College of Teachers and have the qualifications to teach at the Secondary Level. Any member on an Occasional Teacher List of a predecessor Board without such standing or qualifications shall not be subject to this provision.
- 9.03 Before being placed on the Occasional Teacher List, and after a selection and interview process, an applicant shall submit proof of current membership/Certificate of Qualifications from the Ontario College of Teachers, and other required documentation.
- 9.04 There shall be a maximum of ninety (90) Short Term Occasional Teachers on the list. This maximum may be exceeded by up to ten percent (10%) if there is a qualifications shortage, or an availability problem, in any of the geographic areas of the former Boards.
- 9.05 Occasional Teachers on the List must have declared eligibility to teach thirty (30) full-time equivalent days in each school year in a minimum of two (2) of the Board's Secondary schools (except for Haliburton County, where only one school need be specified). Occasional Teachers on pension who are restricted by statute in relation to a maximum number of teaching days shall not be required to declare availability beyond the statutory limit.
- 9.06 An up-dated Occasional Teacher List shall be sent to the President of the Bargaining Unit on October 1st and February 15th of each year. Any changes to the list shall be reported within fourteen (14) days to the Bargaining Unit President.
- 9.07 The List shall provide the following information for each Occasional Teacher: name, address, telephone number, date of hire, subjects the Occasional Teacher is qualified to teach, subjects the Occasional Teacher is willing to teach, number of days per week or the specific days of the week the Occasional Teacher is willing to work, and the specific schools at which the Teacher is prepared to work.
- 9.08 The Occasional Teacher List shall indicate which, if any, of the Occasional Teachers are on Long Term Occasional Teaching Assignments at the time it is published, and the expected expiry date of the said assignment.

- 9.09 Notwithstanding paragraph 9.04, Long Term Occasional Teachers may be added to the Occasional Teacher List if they wish.
- 9.10 A member on the Occasional Teacher List may be granted a leave of absence to accept a Long Term Occasional assignment with another Board/Panel.
- 9.11 Members who wish to have their names maintained on the list for the following school year shall so confirm by completing the Agreement to Teach form, not later than July 31<sup>st</sup>. Occasional Teachers who have reduced their availability below the minimum specified in paragraph 9.05 may be removed from the list.
- 9.12 No Teacher's name shall be removed from the List because of unavailability due to pregnancy and/or parental leaves, leaves of absence granted in accordance with clause 9.10, study or Long Term illness.

## **ARTICLE 10 - POSTING PROCEDURES FOR LONG TERM OCCASIONAL ASSIGNMENTS**

- 10.01 Long Term Occasional Positions of which the Board has a minimum of one month's prior notice shall be posted in each secondary school, on the Board's web-page and through the Board's phone system. A copy of the posting shall be forwarded to the President of the Bargaining Unit.
- 10.02 Long Term Occasional positions may be simultaneously posted, both internally and externally, provided that qualified candidates from the Occasional Teacher List shall be interviewed prior to any external candidates.
- 10.03 Where there is a posting, it shall be for a minimum of five (5) calendar days.
- 10.04 Unsuccessful qualified internal candidates for positions shall be granted an oral debriefing upon request.

## **ARTICLE 11 - SALARY & METHOD OF PAY**

### **11.01 Salary Grid**

- (a) It is understood that the payment of salary under this Article includes payment for vacation pay and any paid statutory holidays, if applicable.
- (b) Short Term Occasional assignments shall be paid a daily rate in accordance with paragraph 13.03.
- (c) Long Term Occasional assignments shall be paid in accordance with paragraph 14.01.

### **11.02 Method of Pay**

Pay dates shall be every second Friday, commencing the second Friday of the school year. Where a payday falls on a statutory holiday, the last regular banking day prior to the holiday will become the payday. Time sheets for Occasional Teachers are to be submitted no later than the Friday prior to the payday. Provided that the timesheet is received in a timely manner, the pay will reflect all occasional hours worked up to and including the Friday prior to the payday.

Where a Bargaining Unit member is simultaneously employed in a Bargaining Unit of permanent teachers, it is understood that the payroll arrangements for such Bargaining Unit member shall be the same as for the permanent teachers.

- 11.03 The Board will deposit each employee's net pay into an account in a financial institution with capabilities for electronic funds transfer. It is understood that the direct deposit system applies to all members of the Bargaining Unit.

## **ARTICLE 12 - WORKING CONDITIONS**

### **12.01 Professional Activity Day(s)**

Where a P.A. Day falls within the assignment of a Long Term Occasional Teacher, the Teacher will be paid for the day based on attendance and participation in the P.A. Day activities. In the case of a Short Term Occasional Teacher, the P.A. Day will be considered an unpaid non-teaching day, but will not constitute a break in continuous teaching days for the purpose of qualifying as a Long Term Occasional Teacher.

### **12.02 Medical Procedures**

No member shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the member to risk of injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance.

### **12.03 School Year**

The school year in the school year calendar shall be the same as that for the permanent Secondary Teachers.

## **ARTICLE 13 – SHORT TERM OCCASIONAL ASSIGNMENTS**

- 13.01 All Short Term Occasional assignments shall be filled at each school according to the following procedure, in order:

- (a) calling those Occasional Teachers on the Occasional Teacher List who are qualified in the required subject area(s) and who have declared themselves eligible to teach at that school;
- (b) calling other Occasional Teachers on the List who have declared themselves eligible to teach at that school;
- (c) hiring another available qualified Teacher.
- (d) Where a qualified teacher is not available, a person not holding teacher qualifications may be employed as a Short Term Occasional Teacher.

- 13.02 At the request of the President of the Bargaining Unit, an Employer representative(s) shall meet to discuss the circumstances which led to the hiring of an unqualified person.

### 13.03 Daily Rate

#### 13.03.01 (a) Effective September 1, 2001:

The Short Term Occasional Teacher daily rate shall be \$148.30 for qualified, and \$130.46 for unqualified teachers.

#### (b) Effective January 1, 2002:

The Short Term Occasional Teacher daily rate shall be \$150.00 for qualified, and \$131.95 for unqualified teachers.

#### (c) Effective June 30, 2003:

The Short Term Occasional Teacher daily rate shall be \$154.50 for qualified, and \$135.91 for unqualified teachers.

#### (d) Effective September 1, 2003:

The Short Term Occasional Teacher daily rate shall be \$158.83 for qualified, and \$139.72 for unqualified teachers.

#### (e) Effective January 1, 2004:

The Short Term Occasional Teacher daily rate shall be \$162.00 for qualified, and \$142.51 for unqualified teachers.

13.03.02 The daily rates specified in 13.03.01 shall be paid for assignments of more than two (2) periods. Assignments for two (2) periods (plus lunch supervision, if required) shall be paid at 0.538 of the daily rate.

### 13.04 Call-in Pay

If a Short Term Occasional Teacher has been either called out in error, or the assignment has been cancelled, without the Teacher having received a minimum of three (3) hours' notice prior to the scheduled commencement of the assignment, the Teacher, upon reporting for duties, shall be assigned duties for the day or half-day as scheduled and shall be paid at the appropriate daily rate of pay or portion thereof. In the case of transportation disruptions/school closure due to inclement weather, pay is also subject to Board Procedure number HR-4515-AP, "Staff Absence Due to Inclement Weather" as of December 1, 2001, and as may be amended from time-to-time in consultation with the employee groups.

13.05 Where the teaching assignment of the Occasional Teacher includes four (4) credit or credit-equivalent courses, no other teaching or supervisory duties shall be assigned.

## **ARTICLE 14 – LONG TERM OCCASIONAL ASSIGNMENTS**

### 14.01 Salary Grid Placement

(a) A member with a Long Term Occasional teaching assignment shall be paid in accordance with the salary grid as set out in the Collective Agreement between the Trillium Lakelands District School Board and the Secondary Teachers of Trillium

Lakelands District 15 of the OSSTF which is in effect at the time the Long Term Occasional status is attained.

- (b) Payment in accordance with the salary grid identified in 14.01 (a) shall occur from the first (1<sup>st</sup>) day of the Long Term Occasional assignment. In the event that the assignment is not immediately identified as a Long Term Occasional assignment, payment in accordance with paragraph 14.01 (a) shall commence as of the fifteenth (15<sup>th</sup>) day of continuous employment in the same position, and shall be retroactive to the first (1<sup>st</sup>) day of the assignment.

#### 14.02 Continuous Employment

Continuous employment for the purposes of Long Term Occasional Teacher status shall be deemed to be unbroken in relation to statutory holidays and emergency school closure, legitimate absence in relation to inclement weather, or up to one (1) day of illness.

#### 14.03 Timetable

The timetable for a Long Term Occasional Teacher shall be constructed according to the same constraints and obligations that apply to the timetable of the Teacher being replaced.

#### 14.04 Termination of Assignment

In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Teacher will be given three (3) instructional days' notice, or three (3) days' pay in lieu of notice. Notice or pay in lieu of notice shall not apply in the case of termination for cause, or termination within the probationary period. Pay-in-lieu shall not apply in the case of termination due to exhaustion of sick leave.

#### 14.05 Leaves of Absence for Long Term Occasional Teachers

##### 14.05.01 Sick Leave

- (a) Teachers shall be entitled to two (2) sick leave days upon the completion of the first twenty (20) FTE instructional days, and one (1) sick leave day for each ten (10) FTE instructional days subsequently completed in the same position within the same school year, pro-rated for less than full-time. Unused sick leave will be cancelled at the end of the assignment.

For a Teacher whose assignment carries into a second year (see sub-paragraph 5.02 (b)), unused sick leave may be carried forward to the next school year.

- (b) If an absence due to illness/injury extends beyond three (3) consecutive work days, a Teacher shall provide a medical certificate from a physician or dentist, if requested. For other absences, in extenuating circumstances and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate, in which case the Employer shall reimburse the member for the cost of the medical certificate.

- (c) Notwithstanding paragraph (a) above, if a Long Term Occasional Teacher is appointed to a regular teaching position with the Board for the ensuing school year or otherwise without an intervening break in employment from the Long Term Occasional appointment, then the member shall be permitted to carry forward as a credit any accumulated sick leave balance from the Long Term Occasional appointment.

14.05.02 Bereavement Leave

- (a) A member shall be granted bereavement leave with pay and without deduction from sick leave, as follows:
- (i) up to five (5) days in the case of the death of a spouse or child;
  - (ii) up to three (3) days in the case of the death of a parent, sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild;
  - (iii) one (1) day in the case of the death of an aunt, uncle or close personal friend.
- (b) At the discretion of the Director or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement.

14.05.03 Jury or Witness Duty

Members shall be granted leave, without loss of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness in any proceeding to which the member is not a Party, provided the member pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and accommodation expenses.

14.05.04 Examination and Graduation

A Teacher who is scheduled to work and who has received the prior approval of the Director (or designate) may be absent from duty without loss of pay or deduction from sick leave as follows:

- (a) for the purpose of writing an examination, the day on which the examination occurs will be granted;
- (b) for the purpose of attending his/her graduation, the day on which the graduation occurs will be granted.

14.05.05 Pregnancy/Parental Leave

An eligible member shall be granted Pregnancy and/or Parental Leave in accordance with the *Employment Standards Act*, as amended from time-to-time.

14.05.06 Quarantine

Leave, without loss of pay, benefits or deduction from sick leave, shall be granted to a member for a period of quarantine when declared by the Medical Officer of Health or designate.

14.05.07 Federation Leave

- (a) If a member of the Occasional Teacher Bargaining Unit is elected or appointed to a Federation position within the Bargaining Unit, the parties will meet to discuss and implement appropriate release time arrangements consistent with prevailing practices and understandings.
- (b) The Employer agrees to release Bargaining Unit members for Federation business at the request of the Bargaining Unit President, provided that the Federation shall reimburse the Employer for any replacement costs incurred. Total release time in this sub-paragraph shall not exceed a total of ten (10) days in any school year.

14.06 Benefits for Long Term Occasional Teachers

14.06.01 Upon application, and subject to 14.06.02 below, a Long Term Occasional Teacher is eligible to participate in the Accidental Death & Dismemberment, Extended Health, Dental and Group Life Insurance plans in accordance with the agreement which was reached with the Secondary Teachers of Trillium Lakelands District 15 in December of 1998, and as it may be amended from time-to-time. Participation in Accidental Death & Dismemberment and Group Life Insurance are subject to the eligibility requirements of the carrier.

14.06.02 The following Long Term Occasional Teachers may participate in the Benefits Program as specified in 14.06.01:

- (a) those who accept a pre-determined assignment that is scheduled to be sixty-one (61) consecutive working days or longer, from the commencement of the assignment;
- (b) those who become a Long Term Occasional Teacher, from the sixty-first (61st) day of continuous employment in the assignment .

MEMORANDUM OF UNDERSTANDING

RE: CRIMINAL REFERENCE CHECKS

WHEREAS Regulation 521/01 of the Education Act requires the Employer to conduct criminal reference checks for existing employees, as well as to collect annual offence declarations from employees;

IT IS THEREFORE UNDERSTOOD and agreed that:

1. Where the employee consents to the criminal reference check being conducted through the Employer's process (under the auspices of the Ontario Education Services Corporation (OESC)), the Employer shall pay the cost associated with securing the criminal reference check.
2. Where an employee chooses to obtain a criminal reference check on their own, outside of the Employer's process, any costs associated with obtaining the criminal reference check shall be the responsibility of the employee.
3. The Trillium Lakelands District School Board shall ensure that all reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 of the Education Act (or any subsequent regulation or law) shall be stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under paragraph 4, below.
4. The Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the Education Act (or any subsequent regulation or law) without the permission of the employee except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, legal counsel and/or adjudication advisors of the OESC, as appropriate.
5. The Bargaining Unit may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the Education Act, or any subsequent regulation or law.
6. This Memorandum of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article 8.

Dated at the City of Kawartha Lakes, this 15<sup>th</sup> day of December, 2003.

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For the Employer

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For the Local



Signed at The City of Kawartha Lakes this 15<sup>th</sup> day of December, 2003.

on behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

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Bob Orr, Chair

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David A. Hill, Director of Education

on behalf of THE SECONDARY OCCASIONAL TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15, OF THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION:

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Peter Carroll, President

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Jim Johnson, Chief Negotiator