

# **COLLECTIVE AGREEMENT**

**between**

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter called "THE BOARD")**

**and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called "THE OCCASIONAL TEACHERS")**

**EFFECTIVE PERIOD:  
SEPTEMBER 1, 2008 TO AUGUST 31, 2012**

**13190(03)**

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## **ARTICLE 1 - PURPOSE AND SCOPE**

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Ontario Secondary School Teachers' Federation with respect to the Occasional Teachers covered by this Agreement.
- 1.02 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide machinery for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1.03 This Collective Agreement shall apply to all Occasional Teachers who, from time to time, are included on the Occasional Teacher List in accordance with the provisions of this Collective Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent authorized to represent all Occasional Teachers employed by the Board in its secondary schools and to negotiate on their behalf, and the OSSTF recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.
- 2.02 The Board recognizes the right of District 9 to authorize the Occasional Teachers' Branch, District 9, O.S.S.T.F. or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Occasional Teachers agree to supply the Board with the names of its current officials and committee members.
- 2.04 The Board recognizes the right of the Occasional Teachers to have District 9 O.S.S.T.F. officers and/or legal counsel present during any meetings with Board representatives when a potential discipline or discharge is being investigated.
- 2.05 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 2.06 Part-time permanent or part-time probationary teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Agreement in respect of such occasional teaching employment.
- 2.07 During an orientation session, the Union will be given an opportunity to address new secondary occasional teachers on matters that relate to their relationship with the Union.

### **ARTICLE 3 - DEFINITIONS**

- 3.01 A teacher is an "Occasional Teacher" if he or she is employed by the District School Board to teach as a substitute for a teacher or temporary teacher who is or was employed by the Board in a position that is part of its regular teaching staff including continuing education teachers but,
- (a) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
  - (b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 3.02 "Casual Occasional Teacher" means a teacher who is required to teach under Section 3.01 for a period that is less than ten (10) consecutive teaching days.
- 3.03 "Extended Occasional Teacher" means a teacher who is required to teach under Section 3.01 for a period of ten (10) or more full or part-time consecutive teaching days in the same assignment.
- 3.04 "Probationary Occasional Teacher"
- (a) Effective September 1, 2001 a probationary Occasional teacher means an Occasional Teacher who shall be on probation for one year.
  - (b) It is expected that during the probationary period there will be two (2) satisfactory evaluations completed by a Principal or Vice-Principal. Occasional Teachers are encouraged to request such evaluations be completed by a Principal or Vice-Principal.
- 3.05 "Teacher" means a permanent, probationary or temporary teacher as defined in the Education Act and does not include an Occasional Teacher.
- 3.06 "Occasional Teacher list" means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.

- 3.07 "Qualified" means an Occasional Teacher who holds a valid Certificate of Qualification issued by the Ontario College of Teachers or equivalent standing.
- 3.08 "Federation" means the Ontario Secondary School Teachers' Federation (O.S.S.T.F.).
- 3.09 "District 9" means District 9 of the Ontario Secondary School teachers' Federation.
- 3.10 "Board" means the Greater Essex County District School Board.
- 3.11 "Union" means the Ontario Secondary School Teachers' Federation representing Occasional Teachers in the secondary panel.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 O.S.S.T.F. recognizes that the Board has the right, duty and responsibility to provide, operate and manage the secondary schools under its jurisdiction. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its Occasional Teachers as granted and preserved in this Agreement.
- 4.02 (a) The OSSTF Occasional Teachers' Local Bargaining Unit further recognizes the right of the Board to discharge, suspend and discipline Occasional Teachers with just cause following a meeting with the Occasional Teacher to discuss the issue and subject to the right of an Occasional Teacher to lodge a grievance in accordance with Article 8 of the Collective Agreement.
- (b) Such cause shall be communicated in writing to the Occasional Teacher with a copy to the President of the Union and the appropriate Superintendent, within ten (10) working days from the time the teacher is informed of such action.
- (c) The Occasional Teacher shall have the right to have a representative of the Federation present at any meeting referred to in 4.02 (a) and shall be informed of this right by the supervisor.
- (d) If an Occasional Teacher is required to attend a discipline meeting and attendance at this meeting causes the Occasional Teacher to miss a scheduled assignment the Occasional Teacher will be paid for that assignment.

- 4.03 The Board agrees to consult with District 9 concerning policy changes that are not subject to this Collective Agreement that may affect the working conditions of the Occasional Teachers prior to the implementation of such changes. Such consultation may be initiated by either party.

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

- 5.01 The Board agrees that there shall be no lockout of Occasional Teachers and District 9 agrees that there shall be no strike of Occasional Teachers during the term of this Agreement. Lockouts and strikes shall be as defined in the *Ontario Education Act*.
- 5.02 Any dispute between this Board and its teachers in the secondary panel shall not be considered as a violation of this Agreement. Occasional Teachers shall not be required to take the place of teachers should such a dispute arise.

#### **ARTICLE 6 – NO DISCRIMINATION HARASSMENT AND OBJECTIONABLE BEHAVIOUR**

- 6.01 The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of O.S.S.T.F. membership or as highlighted within the *Ontario Human Rights Code*, such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.
- 6.02 The Board and the Union agree that discrimination, harassment and objectionable behaviour are unacceptable and it is a joint responsibility to maintain a discrimination, harassment and objectionable behaviour free workplace.
- 6.03 For the purpose of this Article, all references can include discrimination, harassment and/or objectionable behaviour whichever is relevant to the incident and shall be subject at a minimum, to the provisions, procedures and regulations per the current Board policies on Employee Discrimination and Harassment Prevention and Resolution and Objectionable Behaviour Prevention and Resolution. No changes will be made to the aforementioned Policies and Procedures without consultation with the O.S.S.T.F. Occasional Teacher Bargaining Unit President.

## **ARTICLE 7 - MEMBERSHIP AND CHECKOFF**

- 7.01 All Occasional Teachers shall, as a condition of employment, either maintain membership in O.S.S.T.F or join O.S.S.T.F. within thirty (30) days after the signing of this Agreement and remain members in good standing or if they are not or do not become members, shall pay the equivalent of dues to O.S.S.T.F. in accordance with Section 43 of the Ontario Labour Relations Act. All new employees shall, as a condition of employment, join O.S.S.T.F. within thirty (30) days of employment and remain members in good standing.
- 7.02 The Board shall deduct from every wage payment to an Occasional Teacher any fees levied in accordance with the constitution and bylaws of O.S.S.T.F. These deductions shall be remitted to the Treasurer of O.S.S.T.F. not later than the fifteenth (15th) day of each month following, and shall be accompanied by a list of the names of all Occasional Teachers from whose wages the deductions have been made.
- 7.03 District 9 will provide the Board with a copy of the motion(s) passed at a general meeting of District 9 authorizing the Board to deduct from the payroll of all Occasional Teachers such amounts as are authorized and the Board will forward such deductions to District 9.
- 7.04 O.S.S.T.F. agrees to indemnify and save harmless the Board from any and all of the consequences of making and paying deductions to O.S.S.T.F. in accordance with this article.
- 7.05 The Board agrees to provide District 9, O.S.S.T.F. with a schedule listing Occasional Teachers covered by this Agreement complete with address, professional qualifications and category placement. This list will be provided by October 31<sup>st</sup> of each year.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any questions as to whether or not a matter is arbitrable.
- (b) A "party" shall be defined as:
- (i) bargaining Unit;
  - (ii) the Board
- (c) "Days" shall mean regular work days unless otherwise indicated.

8.02 A teacher shall have the right to have present a representative from the O.S.S.T.F. Occasional Teacher Bargaining Unit to assist the teachers at any stage in this grievance and arbitration procedure.

8.03 Procedure - Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher with the Principal within ten (10) days of the time the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One

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

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collective Agreement AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the relief sought; AND
- (iv) the signature of the duly authorized official of the Bargaining Unit

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director's Council. The Director's Council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

8.04 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the board, apply for arbitration.

Failure to proceed with the notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

8.05 Policy and Group Grievances

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



president of the Bargaining Unit, after discussing the grievance with the Bargaining Unit Executive shall provide a response in writing within ten (10) days after receipt of the grievance.

8.06 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to respond to the grievance within the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

8.07 Arbitration

(a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) school days after receiving the reply under Step Two. The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

(b) The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Board affected by it.

(c) The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

(d) The single Arbitrator shall have the exclusive jurisdiction to hear and determine the matter referred to him or her, including any question as to whether a matter is arbitrable and any question as to whether the request was timely.

(e) Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

8.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

8.09 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

8.10 Cost of Arbitration

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

Other costs incurred by each party shall be the responsibility of that party.

**ARTICLE 9 - RATES OF PAY**

9.01 The Board shall pay rates of remuneration in accordance with the following:

- (a) Daily Rate of Qualified Casual Occasional Teachers (inclusive of vacation and statutory holiday pay).

Date	Base Rate	Vacation	Statutory Holidays	Total
2008-09-01	\$192.51	\$7.70	\$5.77	\$205.98
2009-09-01	\$198.28	\$7.93	\$5.95	\$212.16
2010-09-01	\$204.23	\$8.17	\$6.13	\$218.53
2011-09-01	\$210.36	\$8.41	\$6.31	\$225.08

- (b) Daily Rate of Unqualified Casual Occasional Teachers:  
Effective September 1, 2004, the daily (short term) rate for Unqualified Occasional Teachers shall be 80% of the daily rate for Qualified Casual Occasional Teachers.

- (c) Qualified Extended Occasional Teacher Rate

A qualified Extended Occasional Teacher shall be placed on the Secondary Teachers' Salary Grid in accordance with the recognized teaching experience and category placement effective on the tenth (10) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the extended occasional teaching assignment. The Extended Occasional Teacher shall continue to be paid according to the Secondary Teachers' Salary Grid until the expiration of the assignment. It is understood and agreed that the salary of the Extended Occasional Teacher includes vacation and statutory holidays.

- (d) Unqualified Extended Occasional Teacher Rate

An unqualified Extended Occasional Teacher shall be placed on the Secondary Teachers' Salary Grid at minimum Category I effective on the tenth (10th) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the extended occasional teaching assignment. The Occasional Teacher shall continue to be paid according to the Secondary Teachers' Salary Grid at minimum Category I until the

expiration of the assignment. It is understood and agreed that the salary of the extended Occasional Teacher includes vacation and statutory holidays.

- 9.02 Effective Sept. 1, 2001 for the purpose of calculating the rate of an Extended Occasional Teacher, the calculation shall be made on the basis of one-hundred and ninety-four (194) days.
- 9.03 Where an Extended Occasional Teacher is employed on a part-time basis to replace a contract teacher, the Occasional Teacher's rate of pay, according to the provisions of Section 9.01 of the Agreement, shall be prorated in the same ratio as the part-time employment bears to the full-time employment of the contract teacher being replaced.

#### **ARTICLE 10 - QUALIFICATIONS**

- 10.01 Category definitions shall be those outlined by the Ontario Secondary School Teachers' Federation Certification which is in effect at the time of the ratification of this Agreement.
- 10.02 Documentary proof of qualifications and experience shall be incumbent on all Occasional Teachers.
- 10.03 (a) Where a teacher has notified the Board in writing by November 30 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.
- (b) Where a teacher has notified the Board in writing by March 1 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

#### **ARTICLE 11 - RECOGNIZED TEACHING EXPERIENCE**

- 11.01 Previous contract teaching experience in Ontario or equivalent as well as previous occasional teaching experience recognized by the predecessor Boards shall be recognized as teaching experience for the purpose of placing an Extended Occasional Teacher on the Secondary Teachers' Salary Grid.

11.02 In addition to Section 11.01, extended occasional teaching experience in Ontario accumulated after September 1, 1998 and short term (daily) occasional teaching experience with the Greater Essex County District School Board accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing an Extended Occasional Teacher on the Secondary Teachers' Salary Grid. Any extended occasional teaching experience recognized by the predecessor Boards prior to September 1, 1998 shall also be recognized.

11.03 Experience calculated shall be added to an Occasional Teacher's previous experience and shall be effective as of the next school year.

11.04 Teaching experience shall be calculated on the basis that one hundred and ninety-four (194) days equals one (1) full year. Teaching experience earned under Sections 11.01 and 11.02 shall be cumulative from year to year and shall be calculated as follows:

- (a) each full year of experience shall count as one (1) year;
- (b) for grid purposes, any remaining fraction of a year shall be calculated as follows:
  - i) less than .4 of a year - no credit in a given year
  - ii) .4 of a year and less than .8 of a year in a given year - 1/2 year credit
  - iii) .8 of a year and up to 1.0 of a year in a given year - 1 year credit

11.05 In addition to the experience recognized above, previous teaching experience in the Adult Day School Credit Program with the Board shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid. Such teaching experience shall be calculated on the basis of one (1) credit equal to one-sixth (1/6) of one year.

Teaching experience under this section shall be cumulative from year to year and shall be calculated as follows:

- 1. each full year shall count as one (1) year. In any one (1) school year, no teacher shall accumulate experience exceeding one (1) full year.
- 2. any remaining credits shall be calculated on a semester basis each September as follows:
  - i) one (1) credit - no experience

- ii) two (2) credits - 1/4 year experience
- iii) three (3) or more credits - 1/2 year experience

11.06 Effective September 1,2001, each year of business or industrial experience for Extended Occasional Teachers in technological studies assignments shall count as one year of teaching experience on the grid to a maximum of six years.

## **ARTICLE 12 - REPORTING PAY**

12.01 An Occasional Teacher who reports for an assignment and who is not required by the principal shall be paid for one-half (1/2) day and shall be assigned professional duties by the principal for one-half (1/2) day. It is understood that the Occasional Teacher shall be paid only upon accepting the assignment given by the principal for that half day.

## **ARTICLE 13 - PROFESSIONAL ACTIVITY**

13.01 When a Professional Activity/Development Day is scheduled during the period of an Extended Occasional Teacher's assignment, the Occasional Teacher shall participate in the activities for that day and it shall be considered as part of the current assignment. A Professional Development Day shall not break the continuity of an assignment.

13.02 Should a Professional Activity/Development Day occur at the end of an extended term assignment (including the end of a school term), the Professional Activity/Development Day shall be considered as part of the extended term and the occasional teacher will participate in the school's activities or professional development for that day(s) and be eligible for the occasional teacher's pre-determined grid pay as in the rest of the extended term contract.

13.03 The Board shall, upon request, provide information to the President of the Occasional Teachers for District 9 and/or his/her designate, about activities planned for each professional activity day, Board sponsored workshop, course and curriculum meeting. Casual Occasional Teachers may participate on a voluntary basis subject to the availability of space.

13.04 For each Occasional Teacher who is on a Board recognized committee, the Board will pay, at the daily rate of the Extended Occasional teacher or at the basic rate for an Occasional Teacher who is not on an extended assignment, for scheduled occasional teaching time lost while attending meetings with the Board or officials, provided the meeting was called or sanctioned by the Board or its management representatives.

- 13.05 (a) The Secondary Staffing Superintendent will meet annually with representatives of the bargaining unit to discuss the Board's role in a professional development day for Secondary Occasional Teachers.
- (b) If funding specific to occasional teacher professional development is allocated by the Ministry of Education, the Board will make those funds available to be used for PD sessions, whereby the Secondary Staffing Superintendent and the OT President will discuss the allotment of the funds to be used in the relevant OT workshop(s).

#### **ARTICLE 14 – MISC. LEAVES FOR EXTENDED OCCASIONAL TEACHERS**

- 14.01 (a) An Extended Occasional Teacher will be allowed leaves without loss of salary, benefits or experience as described hereunder:
- i) up to five (5) days compassionate leave in the event of the death of a spouse, parent, step-parent, child, step-child, brother, step-brother, sister, step-sister, mother or father-in-law, total dependent.
  - ii) up to three (3) days compassionate leave for the attendance of the extended occasional teacher at the funeral of a son-in-law or daughter in law, brother-in-law or sister-in-law, grandparents or grandchildren.
  - iii) up to one (1) day compassionate leave for the funeral of a close personal friend or relative not mentioned above.
- (b) An Extended Occasional teacher will be allowed leave without loss of salary for the following:
- i) jury duty
  - ii) quarantine
  - iii) subpoena
  - iv) birth or adoption (2 days)
- (c) An Extended Occasional teacher will be allowed leave with loss of salary for the following:
- i) examination
  - ii) graduation
- (d) Effective September 2006, an extended occasional teacher will be allowed up to two (2) personal leave days in a school year. The Extended Occasional Teacher shall reimburse the Board for the cost of the short term Occasional Teacher employed on the day of the personal leave.

14.02 Leaves under this article, as well as an appearance in a grievance/ arbitration proceeding, shall not be considered as having interrupted the Occasional Teacher's extended assignment.

### **ARTICLE 15 - PREGNANCY/ADOPTION/PATERNITY LEAVE**

- 15.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- (b) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.
- (c) (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the Occasional Teacher and the appropriate Superintendent. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by an Occasional Teacher, such leave to terminate on a date mutually agreed by the teacher and appropriate Superintendent but not to exceed beyond the end of the school year.
- (d) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/ parental leave has not been granted under (c) (i) or (ii) above.
- (e) An Occasional Teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- (f) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Article IX.

- (g) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician.
- (h) The pregnancy/adoption/parental leave shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

- 16.01 (a) An Occasional Teacher may be granted a leave of absence up to one (1) school year. The Occasional Teacher's name will be removed from the Occasional Teacher List for the period of the leave and will be added to the list upon the Occasional Teacher's termination of the leave.
  - (b) An Occasional Teacher must submit a written request for leave of absence to the appropriate superintendent.
- 16.02 The leave of absence shall not interrupt the continuance of employment of the Occasional Teacher with the Board.
- 16.03 Any time release for the OSSTF President and Vice-President paid by the Board will be reimbursed by OSSTF.

#### **ARTICLE 17 - OCCASIONAL TEACHER LIST**

- 17.01 The Board will prepare a list of Occasional Teachers available for assignments in the secondary schools by October 31<sup>st</sup> of each school year. For each Occasional Teacher whose name is entered on the list, the following information will be provided: name, subject(s) in which the Occasional Teacher holds Ontario College of Teacher (O.C.T.) qualifications, current assignment (casual or extended), and seniority as determined in Article 18 of this Agreement. Amendments to the Occasional Teacher List (Additions, and permanent deletions) shall be forwarded to the President of the Occasional Teacher Bargaining Unit forthwith.
- 17.02 (a) The maximum number of Occasional Teachers on the Occasional Teacher List shall be one hundred and sixty (160) full-time equivalents plus those secondary teachers who have been terminated by the Board due to redundancy. If the superintendent responsible for the Occasional Teachers determines that the number of Occasional Teachers available does not meet the needs of the Board, additional Occasional Teachers may be



added to the Occasional Teacher List following consultation with the President of District 9.

(b) It is understood and agreed that the Occasional Teacher List does not include teachers in the permanent supply pool in accordance with the Secondary Teachers' Collective Agreement.

(c) FTE Calculation

(i) The FTE of an occasional teacher will be calculated as a fraction of days available for work divided by 194.

(ii) For occasional teachers with partial contract positions the occasional teacher FTE will be one (1) minus the FTE of the contract position).

17.03 A new Occasional Teacher added to the Occasional Teacher List must have a Certificate of Qualification with intermediate and senior qualifications in a subject area taught in the secondary schools. Notwithstanding the above, the Board may include on the Occasional Teacher List persons without a Certificate of Qualification with both intermediate and senior qualifications or persons with a Letter of Standing or a Letter of Permission in order to provide supply teachers in subject areas in which it is difficult to obtain persons with the proper qualifications or in special circumstances.

17.04 Prior to being placed on the Occasional Teacher List, an applicant must submit proof of certification and all other required documents.

## **ARTICLE 18 - SENIORITY**

18.01 Seniority will be calculated from the date of the letter notifying the Occasional Teacher that he/she is placed on the Occasional Teacher List. An Occasional Teacher on a paid or unpaid leave of absence is deemed to continue to accumulate seniority during that leave of absence.

18.02 Where Occasional Teachers have equal seniority in accordance with Section 18.01, the order of seniority shall be determined by a lot conducted by the bargaining unit.

18.03 A seniority list will be made available to the District 9 O.S.S.T.F. annually on or before October 31<sup>st</sup>.

## **ARTICLE 19 - WORKING CONDITIONS**

19.01 (a) An occasional teacher who is assigned more than two periods of teaching and or other professional duties shall be paid a full day's pay. An occasional teacher shall not be assigned more than 3.5 periods of teaching or other professional duties in a day.

An occasional teacher who is assigned two or fewer teaching periods shall be paid one-half day.

(b) An Occasional Teacher may be required to teach the equivalent timetable /workload of a regular teacher for that school. If the regular teacher is absent for reasons related to professional development and/or field trips, the Principal may combine timetables of two or more teachers within the workload requirements of one-half or a full-day's pay. . If the regular teacher is absent for reasons related to school activities the principal may combine timetables of two or more teachers within the workload requirements of a full-day's pay. Preparation periods and lunch breaks may be interchanged with other periods to provide flexibility but may not be assigned for teaching duties.

It is understood and agreed that the supervisory duties assigned to an Occasional Teacher shall not have the effect of reducing the supervisory duties of contract teachers. This does not apply in emergency situations.

(c) A casual occasional teacher shall not be required to work more than twenty (20) half period on-call assignments in one school year. An occasional teacher who is hired subsequent to the start of the school year shall have the number of on-calls pro-rated based upon the number of months remaining in the school year divided by ten months.

19.02 The Board shall ensure that the Occasional Teachers have reasonable access to information, material and supplies that are necessary for the performance of their duties. The information will include policies and procedures with respect to attendance and discipline.

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

19.04 Any Occasional Teacher covered by this Agreement shall be provided with a copy of this Agreement.

19.05 Any matter which is of concern to either party to this Agreement may be the subject of discussion at a regularly scheduled meeting of the Joint Relations Committee established under the terms of the Secondary Occasional Teachers' Collective Agreement.

- 19.06 Occasional Teachers shall be required to notify the Human Resources Department of the Board, in writing, of any change of address and/or telephone number.
- 19.07 The Board shall reimburse each Occasional Teacher, at the Board's current kilometre/mileage rate, for travel between schools in an assignment involving two (2) or more schools.
- 19.08 A probationary Occasional Teacher who is removed from the Occasional Teacher List may request a letter from the Board indicating the reasons for being removed. It is understood and agreed that the removal of a probationary Occasional Teacher from the Occasional Teacher List and the reasons given for such removal are not subject to the grievance/arbitration procedures contained in this Agreement.
- 19.09 Only supervisory officers, secondary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- 19.10 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.
- 19.11 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- 19.12 Personnel Files
- (a) Following the written request of an Occasional Teacher for an appointment, the Board shall make available for review, during normal business hours, all information in his/her files. Such review shall be in the presence of a member of the Human Resources Department.
  - (b) The Occasional Teacher may be accompanied by a Federation representative.
  - (c) Upon written authorization by the Occasional Teacher, a Federation representative shall have access to the Occasional Teacher's file.
  - (d) The Occasional Teacher may copy any material contained in his/her file.
  - (e) If the Occasional Teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the Human Resources Manager, or designate, within a reasonable time from the receipt of a written request by the Occasional Teacher stating the alleged

inaccuracy, shall either confirm or amend the information. Where information is amended, the Human Resources Manager or designate, shall, at the written request of the Occasional Teacher, notify all persons who received a report based on the inaccurate information of any amendments.

- (f) A member may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter removed from the Member's personnel file after two years if that Member has had no additional related letters placed into the file since the date of the letter in question.

The appropriate Superintendent shall respond in writing, within ten school days as to whether or not such request shall be granted. Where the request is denied, the Superintendent shall provide the reason for the denial, in writing, to the Member.

- 19.13 Where an Occasional Teacher on an extended assignment is employed on a day where the school is closed due to special circumstances, he/she shall be paid for the scheduled assignment.

## **ARTICLE 20 - DISTRIBUTION OF WORK**

- 20.01 The method of calling Occasional Teachers will be conducted in such a manner so as to give recognition to Ontario College of Teachers (O.C.T.) qualifications. It is understood and agreed that because of the complexity of calling Occasional Teachers and the complexity of the timetables of the contract teachers, Occasional Teachers may be called to teach in areas other than those in which they hold (O.C.T.) qualifications.
- 20.02 Occasional Teachers who are not interested in extended teaching assignments shall inform the Board of this in writing annually.
- 20.03 (a) When it is predetermined by at least twenty (20) school days in advance of the start of the absence that an extended occasional teacher will be required for a continuous period of two (2) months or more such vacancy shall be posted at least five (5) days prior to the closing date for applications. A copy shall be forwarded to the Union. It is understood that an extended occasional teacher position that becomes known subsequent to June 1<sup>st</sup> may be posted at the discretion of the Board. Only occasional teachers who have completed at least thirty (30) assigned teaching days with the Board shall be eligible to apply to the posting. Any portion of a day will count as a full day for this purpose.
- (b) Such vacancy notice shall be posted on the Board's FirstClass system under Public Conferences - Teaching Postings.

- (c) The Principal or designate shall interview a minimum of three (3) qualified applicants to the posting. If fewer than three (3) qualified candidates apply, the Principal shall interview the applicants but may also choose to interview candidates with fewer than thirty (30) assigned teaching days as well. If no suitable candidate is found, then the Principal may select an occasional teacher with less than thirty (30) assigned teaching days of casual work experience.
- 20.04 The Board reserves the right to replace an Occasional Teacher in an extended assignment that is not known in advance. Such a replacement shall not be considered a disciplinary action.
- 20.05 Upon request by the President of the Occasional Teachers' Bargaining Unit, or designate, the Board will attempt to provide information regarding the number of days and assignments worked by Occasional Teachers.
- 20.06 An Occasional Teacher may be released from a short term assignment to accept an extended assignment.
- 20.07 The Board and OSSTF agree to meet regularly to discuss on-going issues arising from the operation of the Collective Agreement or any other relevant occasional teacher concerns and at least once per year to review the design and operation of the Telecommunication Employee Support System (TESS).

## **ARTICLE 21 - CONTRACT VACANCIES**

- 21.01 The Board will annually survey all occasional teachers to determine their interest in obtaining a contract position. This list will be shared with the principals at the appropriate staffing meeting.
- 21.02 For contract positions that become available during the school year, occasional teachers may submit an expression of interest in writing to the Superintendent responsible for secondary staffing. Should the position not be filled, occasional teachers will be considered.
- 21.03 The Board agrees to consider such applications for interviews when teachers are being hired for the appropriate panel.

## **ARTICLE 22 - BENEFITS**

- 22.01 (a) The Board will pay 100% of the premium cost of an Extended Health Care Plan, Semi-private Hospital Care and Basic Dental Plan to extended Occasional Teachers who have been in the same assignment for more than

three (3) consecutive months and who have decided to enrol in the plans for the duration of the assignment. If the assignment is known in advance to exceed three (3) months, the premium cost will be paid at the commencement of the assignment. If the assignment is not known to exceed three (3) months, the premium cost will be paid at the commencement of the fourth (4th) month or as soon as it becomes known that the assignment will exceed three (3) months.

- (b) The Board's share of the benefits provided by Subsection 22.01 (a) for an employee working less than full-time will be prorated in the same ratio as the part-time employment bears to the full-time employment.
- (c) Should there be a summer holiday break within the specified term of the extended assignment, then the Extended Occasional Teacher shall continue to receive the same benefit coverage during the break period.
- (d) An occasional teacher who has worked a minimum of sixty (60) days in the previous school year is eligible to enrol in the Board's benefit plan. The occasional teacher must notify the Board no later than July 15<sup>th</sup> of his or her intention to enrol. The occasional teacher accepted into the plan shall remain enrolled for a minimum of one year. The occasional teacher shall provide the Board with an automatic bank withdrawal and the full cost of the premiums shall be deducted one month in advance. An occasional teacher who has enrolled in the plan, shall be terminated from the plan if that teacher goes two years without working a minimum of sixty (60) days.

### **ARTICLE 23 - PAID SICK LEAVE**

- 23.01 Each Occasional Teacher on an extended teaching assignment shall be granted a prorated number of days of sick leave. The number of sick leave days shall equal the total number of days on the assignment divided by ten (10). Unused sick leave credits will be carried over from one extended occasional teaching assignment to another within each school year but they will not be carried over from one school year to another.
- 23.02 Leaves under Article 23 shall not be considered as having interrupted the Occasional Teacher's extended assignment.
- 23.03 Sick days covered under Article 23 will be considered to count toward days of experience gained when calculations are done at the end of the school year.

## **ARTICLE 24 - WORKPLACE SAFETY AND INSURANCE**

- 24.01 (a) It is agreed that when a Long Term Occasional Teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's sick leave credits will be made at a rate equal to the top-up, not to exceed a deduction of 0.3 sick leave credits per day of absence.
- (b) Long Term Occasional Teachers who receive payments under Subsection 24.01 (a) will be entitled to the Board's contribution to benefits, if applicable.
- 24.02 (a) It is agreed that when a Long Term Occasional Teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.
- (b) Long Term Occasional Teachers who receive payments under Subsection 24.02 (a) and who are drawing sick leave in accordance with Subsection 24.02 (a) will be entitled to the Board's contribution to benefits, if applicable.
- 24.03 It is understood and agreed that Subsections 24.01 (a) and 24.02 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the long term occasional teacher will receive the Workplace Safety and Insurance Act benefits.

## **ARTICLE 25 – OCCUPATIONAL HEALTH & SAFETY**

- 25.01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- 25.02 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. In

accordance with the above, the Board will notify the OTBU President or designate as soon as is reasonably possible, when an employee is taken by ambulance to hospital. All attempts will be made to do this by the end of the workday.

25.03 An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

## **ARTICLE 26 - DURATION**

26.01 This Agreement shall be in effect from September 1, 2008 and shall continue in full force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year 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, in accordance with the *Ontario Labour Relations Act*.

26.02 Notwithstanding the period of notice cited in 26.01, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.

26.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 26.01 above, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.

26.04 This Agreement shall supersede all previous Agreements and shall form the basis for computing all salaries and other conditions defined herein.

26.05 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified in accordance with the respective procedures of each party.



Dated at Windsor, Ontario the 22<sup>nd</sup> day of January 2009

FOR THE GREATER ESSEX COUNTY  
DISTRICT SCHOOL BOARD:

FOR THE ONTARIO  
SECONDARY SCHOOL  
TEACHER'S FEDERATION  
- OCCASIONAL TEACHERS:

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Chairperson of the Board

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President of the Secondary  
Occasional Teachers

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Chairperson of the  
Negotiations Policy Committee

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President, District 9 - O.S.S.T.F.

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Director and Secretary  
of the Board

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Chief Negotiator

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Treasurer

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Negotiator

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Chief Negotiator

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Negotiator

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Negotiator

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Negotiator

**LETTER OF UNDERSTANDING  
BETWEEN  
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
AND THE  
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
OCCASIONAL TEACHERS**

**RE: CANCELLED ASSIGNMENTS**

The parties agree to monitor the number of instances where an occasional teacher is called to an assignment only to find that it has been cancelled. An effort will be made to determine why these situations arise and to correct the situation if possible.

It is expected that the Board will re-assign occasional teachers provided there is an open assignment available that day.

Dated at Windsor, Ontario the 22<sup>nd</sup> day of January 2009

For the Greater Essex County  
District School Board

For the Ontario Secondary School  
Teachers' Federation – Occasional  
Teachers

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**  
**AND THE**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**OCCASIONAL TEACHERS**

**RE: DAYS WORKED AND LOCATION**

The parties agree to the following:

1. The Occasional Teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work.
2. These choices will be submitted in writing to the Superintendent responsible for secondary staffing by June 30<sup>th</sup> of each school year for the following school year.
3. The Board reserves the right to stop the practice noted in this Letter of Understanding, with twenty (20) days notice, if the practice becomes disruptive to the operation of the system. If the practice is eliminated, it shall not be subject to the grievance and arbitration provisions of the agreement.

Dated at Windsor, Ontario the 22<sup>nd</sup> day of January 2009

For the Greater Essex County  
District School Board

For the Ontario Secondary School  
Teachers' Federation – Occasional  
Teachers

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**  
**AND THE**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**OCCASIONAL TEACHERS**

**RE: SCHOOL INFORMATION**

The parties agree to establish a committee consisting of up to three representatives of the Board and three (3) representatives of the Bargaining Unit. The committee shall review concerns raised by the Bargaining Unit during negotiations regarding access to school information for occasional teachers. The parties agree that recommendations made by the committee as to the appropriate information and access to such information shall be implemented.

Dated at Windsor, Ontario the 22<sup>nd</sup> day of January 2009

For the Greater Essex County  
District School Board

For the Ontario Secondary School  
Teachers' Federation – Occasional  
Teachers

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**LETTER OF UNDERSTANDING  
BETWEEN  
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
AND THE  
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
OCCASIONAL TEACHERS**

**RE: ASSIGNMENTS IN TWO SCHOOLS**

An occasional teacher who is offered a second half-day assignment on a single day will not be penalized for refusing the second assignment.

Dated at Windsor, Ontario the 22<sup>nd</sup> day of January 2009

For the Greater Essex County  
District School Board

For the Ontario Secondary School  
Teachers' Federation – Occasional  
Teachers

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**  
**AND THE**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**OCCASIONAL TEACHERS**

**RE: TIME SHEETS**

Until such time as the Board moves to electronic time sheets, the parties agree that an occasional teacher's time sheet shall be date-stamped by the principal or designate when submitted. If it is confirmed that the time sheet was submitted within the appropriate payroll cut-off date, the Board shall ensure that the occasional teacher is paid appropriately on the day the time sheet is verified.

Dated at Windsor, Ontario the 22<sup>nd</sup> day of January 2009

For the Greater Essex County  
District School Board

For the Ontario Secondary School  
Teachers' Federation – Occasional  
Teachers

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**LETTER OF UNDERSTANDING  
BETWEEN  
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
AND THE  
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
OCCASIONAL TEACHERS**

**RE: POSTINGS**

The method for posting vacancies will be discussed at Joint Union Management meetings to be held prior to November 30 in any given year.

Dated at Windsor, Ontario the 22<sup>nd</sup> day of January 2009

For the Greater Essex County  
District School Board

For the Ontario Secondary School  
Teachers' Federation – Occasional  
Teachers

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**  
**AND THE**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**OCCASIONAL TEACHERS**

**RE: PROFESSIONAL DEVELOPMENT**

The Board agrees to meet with representatives of the Bargaining Unit annually to plan a Professional Development Day for secondary Occasional Teachers. The Board commits to:

- Providing an appropriate location to host the event
- Assisting the Union in developing an agenda and materials for the day
- Providing resource personnel to deliver workshops on the scheduled day.

It is understood that the Professional Development Day shall be a voluntary activity for occasional teachers and shall be an unpaid day. The board shall not be responsible for any costs associated with the activity other than any costs associated with the above commitments.

Dated at Windsor, Ontario the 22<sup>nd</sup> day of January 2009

For the Greater Essex County  
District School Board

For the Ontario Secondary School  
Teachers' Federation – Occasional  
Teachers

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