

# **COLLECTIVE AGREEMENT**

between

**THE DURHAM DISTRICT SCHOOL BOARD**

and

**THE ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION, DISTRICT 13**

representing

**THE SECONDARY OCCASIONAL TEACHERS**

**September 1, 2008 - August 31, 2012**



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## ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as “The Agreement”, to set forth certain terms and conditions of employment which govern the Occasional Teachers, as defined in the Education Act, employed by the Board in its secondary schools.

## ARTICLE 2 – TERM OF AGREEMENT

- 2.01 This agreement shall be in place from September 1, 2008 to August 31, 2012. Each provision shall become effective on the date the agreement is ratified by both parties or otherwise finalized, without retroactivity, unless specifically stated otherwise within the provision.
- 2.02 This Agreement shall supersede all previous Agreements and shall continue in effect with all clauses, provisions and effects unchanged until such time as this Agreement is itself superseded by a new Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the Labour Relations Act.
- 2.03 During the term of this Agreement, amendments to any of the articles herein, together with the date of implementation, shall be made in writing and only by mutual consent of the parties.
- 2.04 Either party to this Agreement may, within the period of sixty (60) days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without amendment, of the agreement then in operation or to the making of a new agreement.
- 2.05 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the Labour Relations Act, there shall be no strike, or lock-out during the term of this Agreement or of any renewal of this Agreement.

## ARTICLE 3 – RECOGNITION

- 3.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent for all secondary occasional school teachers as defined in the Education Act, and employed by the Durham District School Board in its secondary panel, save and except persons, who when they are employed as substitutes for other teachers, are other than occasional teachers as defined by the Education Act.
- 3.02 The Union and its members recognize the right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its management rights with respect to members of this Bargaining Unit in accordance with the Acts and Regulations of Ontario.

### ARTICLE 3 – RECOGNITION (cont'd)

- 3.03 Each party recognizes the right of the other Party to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations of this Collective Agreement.
- 3.04 No person covered by any other collective agreement with the Durham District School Board shall be covered by this Agreement. However, a person who is covered by another collective agreement as a part time teacher with the Board, as defined in the Education Act, and who is accepted by the Board for additional employment as an Occasional Secondary Teacher, shall be covered by this Agreement in respect of the occasional teaching employment only.

#### 3.05 CRIMINAL BACKGROUND CHECKS AND OFFENCE DECLARATIONS

The Board will collect criminal background checks on its employees in accordance with its policy and procedure as approved on April 18, 2005, and as may be further amended from time to time, in consultation with employee groups.

The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

Where the Superintendent of Education/Employee Relations wishes to meet with a member of the Bargaining Unit to discuss a criminal conviction or pattern of behaviour which poses a potential unacceptable risk, the member will be advised of his/her rights to have a Union representative at the meeting. The Superintendent of Education/Employee Relations shall contact the President of the Bargaining Unit regarding such a meeting unless requested by the member not to do so.

### ARTICLE 4 – DEFINITIONS AND REPRESENTATION

#### 4.01 Definitions

- (a) “*Occasional Teacher*” means a teacher qualified under the Education Act and employed to teach as a substitute for a permanent, probationary or temporary Teacher who has died during the school year or who is absent from regular duties for a temporary period that is less than a school year and that does not extend beyond the end of a school year.

For the purposes of the Agreement, an Occasional Teacher includes a graduate of an approved teacher training program who is eligible and has applied for membership in the Ontario College of Teachers (the “College”) and is awaiting acceptance, but does not include a person who is subsequently denied membership.

## ARTICLE 4 –DEFINITIONS AND REPRESENTATION (cont'd)

### 4.01 Definitions

- (b) *“Supply 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 Extended Occasional Teacher status is attained.
- (c) *“Extended Occasional Teacher”* shall mean an Occasional Teacher who is employed for a period of twelve (12) or more consecutive instructional days as a replacement for one teacher employed on a permanent or probationary basis.
- (d) *“Long Term Occasional Agreement Teacher”* shall mean a teacher whose employment as an Occasional Teacher in one (1) position is known in advance to exceed forty (40) instructional days and who has been granted an Agreement reflecting the contractual arrangement.
- (e) *“Probationary Occasional Teacher”* shall mean a teacher who has not completed the probationary period. Each Occasional Teacher, currently employed or who is added to the Board’s list of Occasional Teachers, shall, from the date of hire as an Occasional Teacher, serve a probationary period of forty (40) instructional days worked in the secondary panel of the Board. An Occasional Teacher who was previously employed by the Durham District School Board as a permanent teacher shall serve a probationary period of twenty (20) days.
- (f) *“Occasional Teacher List”* means a list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the secondary panel.
- (g) An *“instructional day”* shall be recognized as a teaching day when the Occasional Teacher has met the teaching obligations on that day.

4.02 The Bargaining Unit shall inform the Board in writing of the names of its elected or appointed Executive and/or committee members prior to September 1.

### 4.03 Union Business

- (a) At the request of the Bargaining Unit, the President of the Occasional Teacher Bargaining Unit shall be released from teaching duties for the purpose of contract administration or for the purposes of Union business, to a maximum of ten (10) school days, in the aggregate, per annum. Such a leave for Union business shall not constitute a break in continuous service. In such cases, the Bargaining Unit is responsible for the President’s pay. The Board shall administer such payment, and shall be reimbursed by the Bargaining Unit.
- (b) Notwithstanding the above, any days spent on union business, not requiring release from teaching duties, shall be counted as days worked, reimbursed by the Bargaining Unit and administered by the Board as in 4.03 (a).

## ARTICLE 4 –DEFINITIONS AND REPRESENTATION (cont'd)

### 4.04 Labour/Management Committee

- (a) The Board and the Bargaining Unit jointly shall establish the Secondary Occasional Teachers' Consultation Committee. The Committee shall have as its members up to three (3) members appointed from the Board's staff, one of whom shall be named as the co-chairperson by the Superintendent of Education/Employee Relations, and up to three (3) members of the Bargaining Unit appointed by the Union, one of whom shall be named as co-chairperson by the Union. One (1) of the members appointed by the Union shall be an Occasional Teacher. The composition of this Committee may be modified by mutual agreement.
- (b) The Committee shall meet at the request of either party at a time mutually agreed upon.
- (c) The Committee shall discuss issues of concern to either the Board or the Bargaining Unit but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- (d) The Committee shall be a consultative body and may make recommendations to the parties.

### 4.05 Negotiating Committee

- (a) The Union Local may appoint or otherwise select a negotiating committee. One (1) of the members of the negotiating committee shall be a District 13 Occasional Teacher. Such committee shall represent the Bargaining Unit in all negotiations with the representatives of the Board for a renewal of this Agreement.
- (b) At the request of the Union, the Board shall excuse from teaching duties up to two (2) Occasional Teachers a maximum of fifteen (15) school days in the aggregate to meet with the Board in direct negotiations. Occasional Teachers will be credited with these days spent in direct negotiations as days worked. The Bargaining Unit will be responsible for the Occasional Teacher's pay. The Board will administer such payment and will be reimbursed by the Bargaining Unit.

ARTICLE 5 - DISCIPLINE AND DISMISSAL

5.01 An Occasional Teacher shall not be disciplined or dismissed without just cause. Where possible, a teacher who is to be disciplined in writing shall be notified in advance that he or she is to meet with a Board representative for the purpose of imposing discipline. At that time, the teacher shall be notified of the date, time and purpose of the meeting and advised of his or her right to have Union representation. If the teacher declines Union representation at the discipline meeting, the Union will be advised in advance that the meeting has been scheduled. Failure or refusal to attend the meeting shall not prevent the Board from imposing discipline by letter.

A letter stating the reason(s) for discipline or dismissal shall be given to the teacher at the meeting or mailed to the last known address of the teacher within twenty (20) regular school days of the imposition of discipline or dismissal.

5.02 An Occasional Teacher or a Principal of a school may request that the teacher not be assigned to that school, in which case the Occasional Teacher's assignment to that school may thereafter only be effected with the consent of both the Principal of the school and the teacher. Notification in writing will be mailed to the teacher's last known address by the Manager of Employee Relations/Hiring and the District President will be notified.

5.03 All Occasional Teachers have recourse to the grievance procedure if disciplined or dismissed. Notwithstanding 5.02 above, the standard for dismissing a probationary Occasional Teacher will be a lesser standard than for an Occasional Teacher who has completed the probationary period. A Probationary Occasional Teacher may be dismissed at the discretion of the Board, provided that such discretion is not exercised in bad faith. A Probationary Occasional Teacher may also be dismissed for unsuitability or unsatisfactory performance.

ARTICLE 6 - SALARIES

6.01 (a) Supply Occasional Teachers

Effective September 1, 2008	\$196.16/day
Effective September 1, 2009	\$202.05/day
Effective September 1, 2010	\$208.11/day
Effective September 1, 2011	\$214.35/day

(b) An Occasional Teacher shall be assigned to work, and shall be paid, only for a 0.5 (morning or afternoon) or 1.0 instructional day in accordance with paragraph 4.01 (g) and Article 14.

ARTICLE 6 – SALARIES (cont'd)

6.02 An Extended Occasional Teacher shall be placed on the current salary grid, with the Extended Occasional Teacher's recognized teaching experience and group placement in accordance with paragraphs 6.05, 6.06 and 6.07 of this Agreement, on the twelfth (12<sup>th</sup>) consecutive instructional day worked in one (1) position. Payment on this salary grid shall be retroactive to the first day of the assignment and shall remain in effect until the expiration of the assignment. A Professional Activity/Development Day shall not interrupt the continuity of an Extended Occasional teaching assignment.

Effective September 1, 2008

Years	Group 1	Group 2	Group 3	Group 4
0	41862	43321	46661	48948
1	44350	46052	49778	52376
2	46820	48790	52910	55796
3	49308	51524	56042	59220
4	51777	54267	59167	62638
5	54267	56989	62287	66045
6	56737	59736	65416	69468
7	59220	62461	68548	72895
8	61691	65194	71682	76309
9	64172	67932	74794	79717
10	66639	70659	77927	83142
11	69385	73650	80972	86608

Effective September 1, 2009

Years	Group 1	Group 2	Group 3	Group 4
0	43118	44621	48061	50416
1	45681	47434	51271	53947
2	48225	50254	54497	57470
3	50787	53070	57723	60997
4	53330	55895	60942	64517
5	55895	58699	64156	68026
6	58439	61528	67378	71552
7	60997	64335	70604	75082
8	63542	67150	73832	78598
9	66097	69970	77038	82109
10	68638	72779	80265	85636
11	71467	75860	83401	89206

ARTICLE 6 – SALARIES (cont'd)

Effective September 1, 2010

Years	Group 1	Group 2	Group 3	Group 4
0	44412	45960	49503	51928
1	47051	48857	52809	55565
2	49672	51762	56132	59194
3	52311	54662	59455	62827
4	54930	57572	62770	66453
5	57572	60460	66081	70067
6	60192	63374	69399	73699
7	62827	66265	72722	77334
8	65448	69165	76047	80956
9	68080	72069	79349	84572
10	70697	74962	82673	88205
11	73611	78136	85903	91882

Effective September 1, 2011

Years	Group 1	Group 2	Group 3	Group 4
0	45744	47339	50988	53486
1	48463	50323	54393	57232
2	51162	53315	57816	60970
3	53880	56302	61239	64712
4	56578	59299	64653	68447
5	59299	62274	68063	72169
6	61998	65275	71481	75910
7	64712	68253	74904	79654
8	67411	71240	78328	83385
9	70122	74231	81729	87109
10	72818	77211	85153	90851
11	75819	80480	88480	94638

## ARTICLE 6 – SALARIES (cont'd)

### 6.03 Long Term Occasional Agreement Teachers

- (a) A Long Term Occasional Agreement Teacher shall be placed on the above salary schedule, based on recognition of the Long Term Occasional Agreement Teacher's teaching experience and category placement in accordance with Paragraphs 6.05, 6.06 and 6.07 of this Agreement. Where consecutive days of supply teaching immediately precede a Long Term Occasional Agreement for the same teaching assignment, payment on the salary grid shall be retroactive to the first day of the supply teaching. The Long Term Occasional Agreement Teacher shall continue to be paid as set out herein until the expiration of the assignment.
- (b) In the event that the assignment of the Long Term Occasional Agreement Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Agreement Teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice. This shall apply only if the termination occurs for the reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Agreement Teacher.

In the event that the Long Term Occasional Agreement Teacher wishes to resign from his or her Long Term Occasional Agreement, a minimum of five (5) teaching days written notice is required.

Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

6.04 The parties agree that the wage rates specified herein include vacation and holiday pay.

6.05 Recognized teaching experience shall include one-tenth (1/10) of a year for each twenty (20) full-time equivalent days of teaching or full school month of teaching (whichever is greater), in an Extended Occasional or Long Term Occasional Agreement assignment. One-tenth (1/10) of a year of teaching experience will be granted for a remainder of ten (10) or more days after division into twenty (20) day blocks.

### 6.06 Other Teaching Experience

- (a) Teaching experience in a University or Community College shall be recognized under 6.05, where the teacher had a degree and/or was deemed qualified by the institution.
- (b) Teaching experience other than that stipulated in 6.05 or 6.06 (a) may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Director or designate.

6.07 Category definitions for the purpose of the Agreement shall be those in the current Certification Plan of the Ontario Secondary School Teachers' Federation, provided they are funded by the Provincial Government.

ARTICLE 6 – SALARIES (cont'd)

6.08 The grid salary for an Extended Occasional or Long Term Occasional Agreement Teacher shall be determined for a school year on the Extended Occasional or Occasional Agreement Teacher's qualifications as of September 1 of that school year.

The Board will adjust the salary of an Extended Occasional or Long Term Occasional Agreement Teacher as of September 1 in any year provided that:

- (a) the requirements for placement in a higher salary group are completed before the beginning of school; and
- (b) an application with supporting evidence is submitted to the Superintendent of Education/Employee Relations at the earliest opportunity, but not later than the last teaching day in December of that year.

The Board will adjust the salary of an Extended Occasional or Long Term Occasional Agreement Teacher as of February 1 in any year provided that:

- (c) the requirements for placement in a higher salary group are completed before January 31 of the previous year; and
- (d) an application with supporting evidence is submitted to the Superintendent of Education/Employee Relations after the last teaching day in December of the previous year, but before May 31 of that year.

6.09 Payment of Salary  
Employees covered by the terms of this Agreement shall be paid by Direct Deposit, on a bi-weekly basis.

Commencing on a date to be determined before June 30 of each year, to apply commencing in September or October of that year, whichever is applicable, occasional teachers will continue to be paid every second Friday, based upon days worked up to the third preceding Friday. Where the scheduled pay date is a banking holiday, employees shall be paid on the day prior.

6.10 If an Occasional Teacher is at work or arrives at work at a work location when that location is closed because of an emergency, that Occasional Teacher shall receive salary as though he or she had worked his or her assignment for that day only. In the case of an Occasional Teacher replacing an itinerant teacher, this only applies to the portion of the timetable at the affected location.

6.11 In the event that an Occasional Teacher replaces an itinerant teacher whose work schedule encompasses two (2) or more work locations, the Occasional Teacher shall be paid for kilometrage at the standard Board rate.

## ARTICLE 7 - UNION DUES AND LEVIES

- 7.01 On each pay date on which an occasional teacher receives a payment, the Board shall deduct from the Occasional Teacher's pay the regular Union Dues in accordance with the written direction of the Union, to be received by the Board at least thirty (30) days in advance of an anticipated change.
- 7.02 The amount deducted in accordance with 7.01 above shall be remitted to the attention of the Treasurer of the O.S.S.T.F. at its Head Office, on the 15<sup>th</sup> day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list identifying the teachers from whom deductions were made, their S.I.N.'s and the amount deducted (Subject to Freedom of Information or other legislative limitations).
- 7.03 The Board agrees to deduct from each pay cheque of each occasional teacher a local levy, the amount of which will be communicated to the Board in writing by the President of the Bargaining Unit at least sixty (60) days in advance of an anticipated change, and no more frequently than once each school year. It is agreed that the amount to be deducted will be an even number in an amount equally divisible by the number of teacher paydays in a school year. The money deducted will be remitted monthly by the Board to the O.S.S.T.F. Durham District 13 office, accompanied by a list of teachers.
- 7.04 Any monies deducted under 7.01 and 7.03 above shall be reflected as a dues deduction on teachers' T4 slips.
- 7.05 The O.S.S.T.F. shall indemnify the Board and save it harmless from all costs, losses, suits, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues and levies, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not responsible in any way for reconciling amounts due or deducted but, upon request by the Union, will correct the future deduction status for a teacher.
- 7.06 Where an employee does not have sufficient wages in any pay period to permit deductions under this Article, the Board shall not be obligated to make such deductions from subsequent salary in respect of the earlier pay period.

## ARTICLE 8 – BENEFITS

8.01 An Occasional Teacher who worked at least ninety (90) full-time equivalent days as an Occasional Teacher in the secondary panel for the Board in the prior school year shall, subject to the conditions set out below, be eligible to enrol and participate in the Employee Benefit Plans as outlined below:

- (a) Group Life Insurance and Accidental Death and Dismemberment [COMPULSORY]  
\$50,000 coverage.
- (b) Medical/Dental [OPTIONAL]  
(\$10.00 single / \$20.00 family deductible)  
Benefit Plan Includes:
- Prescribed drugs under the major medical;
  - Dispensing fee cap of \$8/prescription;
  - 2006 ODA; effective at the beginning of the first day of the third calendar month after ratification
  - Major Services and Prosthodontics, 50% co-insurance, \$1,300 maximum/calendar year);
  - Orthodontics, (50% co-insurance \$1,300 maximum/calendar year; \$3,900/lifetime);
  - Vision Care to provide up to \$350 in any consecutive 24 month period for prescription glasses/ contact lenses/laser eye surgery/eye examinations.
  - Hearing Aids and accessories up to \$500 every 48 consecutive months.
- Each paraprofessional to a maximum \$400 per calendar year, as listed below:
- 1) Speech Therapist
  - 2) Chiropractor
  - 3) Osteopath
  - 4) Chiropodist
  - 5) Podiatrist
  - 6) Naturopath
  - 7) ~~Christian Science Practitioner~~ (effective September 1, 2009)
  - 7) Physiotherapist
  - 8) Masseur

### Effective September 1, 2009, the following changes:

- 2008 ODA
- Basic Dental \$1600 maximum per calendar year, with six (6) month recall
- Major Services and Prosthodontics at 50% co-insurance and \$1800 maximum combined per calendar year
- Orthodontics at 50% co-insurance, and \$1600 maximum per calendar year, \$4500 lifetime maximum
- Vision Care Plan to provide up to \$450 in any consecutive 24 month period for prescription glasses/contact lenses/laser eye surgery/eye examinations.
- surgical hose as medically prescribed
- Hearing Aids and accessories up to \$4000 every 48 consecutive months

## ARTICLE 8 – BENEFITS (cont'd)

Effective September 1, 2010, the following changes:

-2009 ODA

Effective September 1, 2011, the following changes:

-2010 ODA

Note: Out-Of-Country Medical Insurance will not be included in the Medical/Dental Plan.

Notwithstanding the above, details of coverage shall be in accordance with the terms of the policy with Manulife or an equivalent policy with an alternative company. For eligible expense coverage, the Group Insurance Plan booklet or the Master Policy should be consulted.

### 8.02 Application and Eligibility

- (a) Each eligible Occasional Teacher shall, not later than June 30 each year, complete and return the benefits election form provided by the Board. Where a teacher fails to meet the June 30 deadline, he or she shall be deemed to have waived any entitlement to benefits pursuant to Article 8 unless or until the Occasional Teacher again becomes eligible pursuant to 8.01 above.
- (b) An eligible Occasional Teacher who elects to participate in the Employee Benefit Plans shall be a participant in the plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:
  - (i) remains on the Board's list of Occasional Teachers; and
  - (ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board.
- (c) An Occasional Teacher currently enrolled in the benefit plans may continue participation in the plans from the next September 1 to the following August 31 providing that the Occasional Teacher:
  - (i) works at least ninety (90) full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
  - (ii) fulfils the conditions set out under 8.02 (b).
- (d) Notwithstanding paragraph (c) above, an Occasional Teacher currently enrolled in the benefit plans may continue participation in the plans from the next September 1 to the following August 31 providing that the Occasional Teacher:
  - (i) works in excess of forty-five (45) full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
  - (ii) fulfils the conditions set out under 8.02 (b).

## ARTICLE 8 – BENEFITS (cont'd)

### 8.03 Premiums

- (a) Monthly premium costs for each plan in which the eligible Occasional Teacher participates shall be funded as follows:
- (i) Where eligibility to participate is based upon at least ninety (90) full-time equivalent school days from the previous school year, the Board and the eligible Occasional Teacher shall each pay 50% of the premium costs.
  - (ii) Where eligibility to participate is based upon full-time equivalent school days in excess of forty-five (45) from the previous school year, the eligible Occasional Teacher shall pay 100% of the premium costs.
- (b) The eligible and participant Occasional Teacher's share of the premium cost shall be paid in advance by electronic debit from the Occasional Teacher's personal bank account according to the procedures determined by the Board. It is the responsibility of the Occasional Teacher to provide the Board with the necessary and up-to-date information, and to ensure that sufficient funds are available in the account to cover the premium cost. In the event there are not sufficient funds in the account at the time to cover the premium costs, the Occasional Teacher's participation in the benefit plans shall terminate immediately, and she or he shall not be re-enrolled unless or until the Occasional Teacher again becomes eligible pursuant to 8.01 above.
- (c) The parties recognize the insurance carrier's right to review the experience of the plans for the Occasional Teachers and determine the premiums accordingly.

8.04 If the Occasional Teacher fails to comply with any of the conditions of Article 8, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the plan(s) and then not until the Occasional Teacher again becomes eligible under Article 8.

## ARTICLE 9 - WORKING CONDITIONS

9.01 Every effort will be made to inform the Supply Occasional Teacher at the end of the school day whether or not he/she is required for the same teaching assignment the following day in the same school.

## ARTICLE 9 - WORKING CONDITIONS (cont'd)

- 9.02 The Board will encourage secondary school principals to provide an information package which will serve as an orientation tool for occasional supply teachers. The package should contain the following:
1. a current class list for each class assigned;
  2. a map of the school;
  3. a summary outlining the expectations regarding the school discipline code and other pertinent policies;
  4. a list of Positions of Responsibility within the school;
  5. details of work assignment for each class, if available;
  6. the bell schedule for the school;
  7. a current weekly memo, when available, listing special events planned for the school.
  8. Wherever possible, teachers will be advised of the existence of behaviour safety plans relevant to their assignment.
- 9.03 A supply occasional teacher will be given the timetable of the teacher being replaced, including the number of classes, on-calls and other duties, except in emergency circumstances at the discretion of the principal.
- 9.04
- a) For the sole purpose of calculating consecutive days of employment for Extended Occasional Teachers and Long Term Occasional Agreement Teachers, employment shall not be regarded as interrupted as a result of, unpaid leave of absence for emergency school closure or for absence without pay for recognized religious holidays.
  - b) Should the teacher being replaced return for a period of five (5) days or less, and then become unavailable for the same or a related reason, and the same Occasional Teacher resumes the position, the assignment will be deemed to be unbroken.
- 9.05 After an Extended Occasional Teacher has taught forty (40) consecutive instructional days in one assignment, he or she shall be given a written verification reflecting the assignment as a contractual arrangement back-dated to the first day of the assignment. At the termination of the assignment the Principal shall notify the Superintendent of Education/Employee Relations in writing, who shall arrange to provide the Occasional Teacher with the written verification reflecting the teacher's term of assignment.

The written verification, shall include the start and end dates of the assignment, and the name of the school. Where the Occasional Teacher does not receive the written verification within four (4) weeks of the termination of the assignment, he or she shall be responsible to make a written request to the Superintendent of Education/Employee Relations to inquire into the matter in order to verify the experience.

## ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible, and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the time stipulated shall be deemed a withdrawal or settlement of the grievance.
- 10.02 Any time limits fixed herein for the taking of any action in connection with a specified written grievance may be extended by written mutual agreement of the Superintendent of Education/Employee Relations and the President of the Bargaining Unit.
- 10.03 Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement.
- 10.04 Step 1  
An Occasional Teacher or a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union. This discussion must take place no later than ten (10) consecutive school days following the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or Teachers. The principal's or immediate supervisor's response must be made no later than two (2) regular school days following the discussion. A grievance relating to the discharge of an Occasional Teacher may be filed at Step 2 with the agreement of the Union.
- 10.05 Step 2  
Should the Occasional Teacher or Teachers be dissatisfied with the answer received at Step 1, or should the principal or immediate supervisor fail to submit the answer within the time stipulated, the Occasional Teacher or, if the grievance involves the same facts or circumstances, the group of Occasional Teachers, may submit the grievance in writing to the Superintendent of Education/Employee Relations stating the facts upon which the grievance is based and a notation of the paragraphs of the Agreement claimed to have been violated. It shall be submitted no later than ten (10) regular school days following the receipt of the answer by the Teacher at Step 1 and, in any event, no later than twenty-three (23) regular school days following the date on which the facts giving rise to the grievance arose.

## ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE (cont'd)

### 10.05 Step 2 (cont'd)

The Superintendent of Education/Employee Relations or designate shall convene a meeting no later than ten (10) regular school days following the receipt of the grievance. The meeting shall be attended by the Superintendent of Education/Employee Relations or designate, and any other administrative staff representative the Superintendent of Education/Employee Relations may choose, together with representatives of the Union. The grievor may attend at the request of either party. The Superintendent of Education/Employee Relations or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than five (5) regular school days from the date of the meeting.

### 10.06 Policy Grievances

The Board or the Union may initiate a policy grievance at Step 2 of the grievance procedure within twenty (20) regular school days of the incident or circumstances giving rise to the grievance. The parties shall meet within ten (10) regular school days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) regular school days of the meeting.

### 10.07 Arbitration

Should the grievance be unresolved following receipt of the answer in Step 2, or should such answer not be given within the required time, either the Union or the Board may submit the grievance to arbitration. No grievance may be submitted to arbitration which has not been processed through the grievance procedure as required by this article.

- 10.08 (a) The party desiring to proceed to arbitration shall notify the other party of such intent no later than seven (7) regular school days following receipt of the answer at Step 2, or from the expiry of the time for giving such answer.
- (b) Within seven (7) regular school days of receipt of the notification referring the grievance to arbitration, the Bargaining Unit President (or designate) and the Superintendent of Education/Employee Relations (or designate) shall meet to appoint an arbitrator to hear and decide the grievance.
- (c) If the parties are unable to agree upon an arbitrator, either party may ask the Ontario Ministry of Labour to appoint a single arbitrator.

10.09 The arbitrator shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.

10.10 No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance, unless both parties have consented.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE (cont'd)

- 10.11 Each of the parties, being the Board and the Union, shall share equally the fees and expenses of the arbitrator.
- 10.12 The decision of the arbitrator shall be final and binding upon the parties to this Agreement, and upon any teacher(s) affected by it.
- 10.13 Every effort shall be made to schedule all meetings in the course of the grievance procedure, other than arbitration hearings, at a mutually acceptable time.
- 10.14 If, prior to the Board's learning of the date scheduled for an arbitration hearing, the Board has assigned to teach on the day scheduled for the arbitration hearing an Occasional Teacher who is required to be absent from work in the handling of a grievance initiated under this Collective Agreement, such an absence shall be considered as time worked. The Union shall reimburse the Board for replacement costs at the per diem rate provided for in Article 6.01.
- 10.15 Notwithstanding the time limits provided in Step 1, Article 10.04, a grievance respecting remuneration must be filed by an Occasional Teacher no later than twenty-five (25) consecutive school days following the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher.
- 10.16 (a) Each grievance referred to arbitration shall be heard by a sole arbitrator, except by agreement between the parties to jointly constitute a Board of Arbitration.
- (b) Where the parties agree to jointly constitute a Board of Arbitration rather than a single arbitrator, the referral to arbitration {see 10.08 (a)} shall contain the name of the referring party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.
- (c) The two nominees shall within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.
- (d) The provisions of Article 10 related to a single arbitrator shall similarly apply to a Board of Arbitration, except that each party shall be responsible for the fees and expenses of its respective nominee.

## ARTICLE 11 - SICK LEAVE

- 11.01 (a) Long Term Occasional Agreement Teachers and Extended Occasional Teachers shall be entitled to one (1) sick leave day upon completion of the first twelve (12) F.T.E. instructional days of occasional work, one (1) additional sick leave day upon completion of the first twenty (20) F.T.E. instructional days, and one (1) for each ten (10) F.T.E. instructional days subsequently completed in the same position within the same school year, pro-rated for less than full-time and cumulative for the duration of the teaching assignment.
- Unused sick leave will be carried forward to a subsequent Long Term Occasional Agreement or subsequent Extended Occasional assignment provided that the subsequent agreement or assignment is in the same school year.
- (b) When it is known that a long term assignment will last more than twenty (20) consecutive teaching days, the Long Term Occasional Agreement Teacher will be credited with the first two (2) days of sick leave at the beginning of the assignment and one (1) additional day thereafter at the conclusion of each subsequent ten (10) day period of teaching after the first twenty in such assignment.
- 11.02 Where the absence of the Teacher, as outlined in 11.01, exceeds the number of sick leave days accumulated in the current assignment, the employee's agreement and assignment shall terminate. The Board may elect to reinstate the employee subject to the employee's ability to complete the assignment and the circumstances concerning the assignment. In such cases the absence of the employee beyond the period covered by accumulated sick leave shall be without pay.
- 11.03 An Extended Occasional or Long Term Occasional Agreement Teacher's absence for illness or injury for a period:
- (a) of three (3) consecutive school days or less may require certification by a licensed medical practitioner.
- (b) of over three (3) consecutive school days shall require certification by a licensed medical practitioner.
- 11.04 The Superintendent of Education/Employee Relations may at any time require an Occasional Teacher to submit for an examination by such medical practitioner appointed by the Board at the Board's expense, provided that the Occasional Teacher may choose a medical practitioner to be present at the examination. Upon request, an Occasional Teacher should be given a copy of the certificate submitted in accordance with the above.

## ARTICLE 12 - MISCELLANEOUS LEAVES

This Article shall only apply to Extended Occasional and Long Term Occasional Agreement Teachers.

### 12.01 Bereavement Leave

Bereavement Leave shall be granted without loss of salary for up to five (5) days at the time of the death of a member of the teacher's immediate family in order for the teacher to make arrangements for and to attend the funeral. "Immediate family" shall include only the following: a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild and including any person who stood in *loco parentis* to the teacher or a person to whom the teacher stood in *loco parentis*. These five days will normally be taken consecutively, except in the case of subsequent memorial services.

### 12.02 Quarantine and Court Appearances

An Extended Occasional or Long Term Occasional Agreement Teacher who is absent by reason of a summons to serve as a juror or a Crown witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 6.02 or 6.03 during the period of such absence but not beyond the end of the assignment, provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness. Absence, with pay will be allowed, not beyond the end of the assignment, where it is occasioned through quarantine by a Medical Officer of Health, although the teacher is not ill.

12.03 A Long Term Occasional Agreement or Extended Occasional Teacher who applies in writing to the Manager of Employee Relations/Hiring at least two (2) weeks in advance of the applicable date, may be absent without pay for the purpose of attending his or her graduation from a recognized post-secondary educational institution. Such absence will not be considered a break in service and shall not exceed one (1) day in a school year.

## ARTICLE 13 - PROFESSIONAL ACTIVITY / DEVELOPMENT DAYS

13.01 An Extended Occasional or Long Term Occasional Agreement Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities.

13.02 An Occasional Teacher who does not qualify under 13.01 may attend, without pay, scheduled in-school Professional Activity/Development Days subject to the approval of the appropriate principal.

### ARTICLE 13 - PROFESSIONAL ACTIVITY / DEVELOPMENT DAYS (cont'd)

- 13.03 A Long Term Occasional Agreement or Extended Occasional Teacher whose assignment covers the days at the end of the school year immediately prior to the Professional Activity Day(s) shall have the Professional Activity Day(s) included in his or her assignment, and shall be required to participate in all professional duties and activities. The Professional Activity Day(s) shall not apply toward the calculation for grid placement pursuant to Articles 4 and 6.

### ARTICLE 14 - CALL-OUT ERRORS

- 14.01 A Supply Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment for one-half day and be paid for a half day's pay for such employment.
- 14.02 A Supply Occasional Teacher who reports for a full day assignment as a result of a call-out error on the part of the Board shall be given employment for a full day and be paid for a full day's pay for such employment.

### ARTICLE 15 - OCCASIONAL TEACHER LIST

- 15.01 An Occasional Teacher shall notify the Manager of Employee Relations/Hiring, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 15.02 (a) On or about September 30, the Board will provide the President of the Bargaining Unit with the following information regarding all Occasional Teachers on the Board's Occasional Teacher List: names, addresses, telephone numbers, and preferences with respect to subjects, grade levels, geographic locations, schools, and work availability where such preferences are stated. This information will be forwarded to the President of the Bargaining Unit on a monthly basis. (Subject to Freedom of Information or other legislative limitations.)
- (b) The number of occasional teaching days worked in that pay period, and the cumulative total for that school year, will be reported to individual Occasional Teachers on each pay stub. A record of the number of days worked and salary earned for each Occasional Teacher will be reported monthly to the President of the Bargaining Unit.
- (c) The Manager of Employee Relations/Hiring shall provide the President of the Bargaining Unit with a list of the names of all of the occasional teachers added to or deleted from the September 30<sup>th</sup> Occasional Teacher List on or about the following dates: November 30; January 31; March 31; May 31.

## ARTICLE 15 - OCCASIONAL TEACHER LIST (cont'd)

- 15.03 Where an Occasional Teacher who has completed the probationary period is contacted on three (3) separate occasions within the school year, and on each occasion the Teacher has refused the assignment, the Occasional Teacher's name will be removed from the Occasional Teacher List. The Occasional Teacher's name will not be removed from the list where the refusal is due to being otherwise employed by the Board. Where the Board has called the Occasional Teacher on five (5) separate occasions within the school year and received no answer, the Occasional Teacher's name may be removed from the Occasional Teacher List unless the Teacher has been granted a leave without pay. Notification in writing of a teacher's removal from the Occasional Teachers' list will be mailed to the teacher's last known address, and the District President will be notified.
- 15.04 Teachers who wish to continue to teach on an occasional basis from one school year to the next must notify the Board by June 30 on a form provided by the Board affirming their intent to be available for an occasional teaching assignment.
- 15.05 The Board agrees to review the composition of the Occasional Teacher List to ensure that this list contains only names of Teachers seeking assignments. The name of each Occasional Teacher who does not return the form referred to in 15.04 or who has not taught one day in the previous school year will be removed from the Occasional Teacher List.
- 15.06 To be eligible for inclusion on the Secondary Occasional Teacher List, an Occasional Teacher shall hold and maintain a valid and current Certificate of Qualification and membership in the College of Teachers of Ontario as a condition of continued employment. This shall not preclude the employment of persons who do not hold the required qualifications in circumstances permitted under the *Education Act*, who will be listed separately from occasional teachers on the Secondary Occasional Teacher List. The Board will provide this list to the Union on a quarterly basis.
- 15.07 Notwithstanding paragraph 9.01 and the right of school administration to request a specific certified supply occasional teacher for an assignment, supply occasional work will be assigned equitably by rotation through the Occasional Teacher List.
- 15.08 Uncertified persons may only be booked through central dispatch when certified occasional teachers are not available for a particular assignment. Approval to use an uncertified person must be received from the Manager of Employee Relations/Hiring or designate.

## ARTICLE 16 - EVALUATION

- 16.01 An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make comments, if he/she desires. Such documentation and comments will be retained as part of the Occasional Teacher's file. The Principal shall make reasonable attempts to provide the documentation to the teacher within twenty (20) regular school days.

ARTICLE 16 – EVALUATION (cont'd)

- 16.02 Corrections and amendments agreed to by both parties shall be made in writing and included in the employee's file. Copies of the changes shall be sent to all parties who received copies of the original.
  
- 16.03 An employee in the bargaining unit shall have access to their personnel records at reasonable times and during regular Board hours by appointment and with a minimum of 24 hours advance notice to the Manager of Employee Relations/Hiring, or designate in his or her absence, and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if the employee can demonstrate to the Board's satisfaction that the records are inaccurate.

ARTICLE 17 - GENERAL PROVISIONS

- 17.01 Each Occasional Teacher covered by the Agreement shall be provided with a copy of the Agreement. The Board shall provide O.S.S.T.F., District 13 with an updated mailing list and mailing labels, and O.S.S.T. F., District 13 shall be responsible for the mailing process. Subsequent to this, each Occasional Teacher added to the list shall receive a copy of the Agreement in the hiring package.

Signed at Whitby, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2009.

FOR THE BOARD:

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FOR THE UNION:

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