

COLLECTIVE AGREEMENT

Between

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION**

(hereinafter called the “OSSTF” or “Union”)

representing

**DISTRICT 2 OSSTF SECONDARY OCCASIONAL TEACHERS'
BARGAINING UNIT**

**EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD
(HEREINAFTER CALLED THE “Bargaining Unit”)**

and

**THE ALGOMA DISTRICT SCHOOL BOARD
(hereinafter called the “Employer” or “Board”)**

September 1, 2008

TO

August 31, 2012

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ARTICLE 1 - PURPOSE:

- 1.1 Except for error, omission or inadvertence, it is the purpose and intent of the parties to set forth all terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.
- 1.2 Any amendments, deletions or additions to or in the clauses shall be made only by mutual consent of the parties in writing.
- 1.3 Both parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- 1.4 Where legislative changes are made which directly affect any provisions of this Agreement, upon request of either party, a meeting shall be held to discuss clarification of the implications of legislative changes.
- 1.5 For the purposes of administering this Agreement, geographic areas of the Board shall be defined as any worksites within the geographic areas covered by the Algoma District School Board. These areas are defined as Wawa, Chapleau, Hornepayne, North Shore, Sault Ste. Marie and Central Algoma.

ARTICLE 2 - MANAGEMENT RIGHTS:

- 2.1 The Board retains the rights of management except as expressly limited by this Collective Agreement, including but not restricted to:
 - a) the right to hire, direct, assign, appoint, promote, classify, transfer, suspend or lay off Secondary Occasional Teachers and the right to create or remove positions; and
 - b) the right to discipline or discharge with just cause subject to Article 28 and;
 - c) the right to make, alter from time to time, and enforce practices and procedures, rules and regulations to be observed by Secondary Occasional Teachers; and

- d) the right to determine, implement and evaluate the qualifications for and the duties and responsibilities of positions; and
- e) the right to operate the schools in accordance with the Education Act of Ontario and the Laws of Ontario and the right to require all Secondary Occasional Teachers to comply with same.

ARTICLE 3 - RECOGNITION:

- 3.1 a) The employer, being the Algoma District School Board (hereinafter referred to as “the Board”) recognizes the Ontario Secondary School Teachers’ Federation (hereinafter referred to as “the Union”), as the Bargaining Agent authorized to negotiate on behalf of all Secondary Occasional Teachers employed by the Board in its secondary panel including persons who are not certified to teach but may be used by the Board pursuant to Regulation 298.
- b) 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 the portion relative to such occasional teaching employment.
- 3.2 All newly hired Secondary Occasional Teachers shall join the Union and remain members in good standing.

ARTICLE 4 - DEFINITIONS:

- 4.1 For the purposes of this Agreement, the following definitions shall apply:
- a) Secondary Occasional Teacher: A Secondary Occasional Teacher shall mean a “Secondary Occasional Teacher” as defined in the Education Act and may include a person employed as a Secondary Occasional Teacher pursuant to Regulation 298.
 - b) Long-term Secondary Occasional Teacher: A Long-term Secondary Occasional Teacher shall mean a Teacher employed by the Board to teach for a period of ten (10) or more consecutive teaching days as a replacement for the same teacher.

- c) Short-term Secondary Occasional Teacher: A Short-term Secondary Occasional Teacher shall mean a Secondary Occasional Teacher who is not a Long-term Secondary Occasional Teacher.
- d) Uncertified Secondary Occasional Teacher: An Uncertified Secondary Occasional Teacher shall mean a person who does not hold a valid Ontario Teacher's Certificate or equivalent standing who is employed by the Board in accordance with the Regulation 298 of the Education Act.

All such individuals shall, as a condition of employment, pay Union dues relative to any time worked under this Collective Agreement as an Uncertified Secondary Occasional Teacher and shall remain members of the Union in good standing for the duration of their employment under this Collective Agreement.

- 4.2 Where the context so requires, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE 5 - STRIKES AND LOCKOUT:

- 5.1 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lockout" shall be as defined by the Ontario Labour Relations Act.

ARTICLE 6 - QUALIFICATIONS:

- 6.1 A Secondary Occasional Teacher is certified to teach if he/she holds appropriate documentation as determined by the Ontario College of Teachers and the Acts and Regulations.
- 6.2 Time worked as a Secondary Occasional Teacher shall not count towards any probationary period.

ARTICLE 7 - UNION DUES AND ASSESSMENTS:

- 7.1 The Board shall deduct for every pay period and for each member covered by this Collective Agreement, union dues and Secondary Occasional Teacher assessments as authorized by the Secondary Occasional Teachers' Bargaining Unit President. Dues and assessments deducted in accordance

with this Article shall be forwarded to the Ontario Secondary School Teachers' Federation within thirty (30) days of the dues being deducted. The Union shall notify the Board from time to time, of the amount of such dues and assessments. Such notice shall be given to the Board, in writing, at least thirty (30) calendar days prior to the effective date of change.

- a) The payment shall be accompanied by a dues submission list showing the names, addresses, social insurance numbers, wages earned, dues and assessments deducted and the number of days worked for each Secondary Occasional Teacher from whose wages the deductions have been made.
- b) The current address of O.S.S.T.F. Provincial is 60 Mobile Drive., Toronto, Ontario, M4A 2P3
- c) The Union shall inform the Board of any changes in address for O.S.S.T.F.

7.2 The Member, the Bargaining Unit and O.S.S.T.F. as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.

ARTICLE 8 - UNION REPRESENTATION:

8.1 The Union shall notify the Board, in writing, of the names of persons elected to office in the Union and of persons authorized by the Union to represent Secondary Occasional Teachers on behalf of the Union.

8.2 a) The Board recognizes the right of the Union to select a Negotiating Committee from the Bargaining Unit plus provincial O.S.S.T.F.

representation. The Board agrees to recognize said committee for negotiating purposes during the term of this Agreement.

b) The Union recognizes the right of the Board to select a Board Negotiating Committee. The Union agrees to recognize said committee for negotiating purposes during the term of this Agreement.

8.3 a) The Union shall notify the Board of the names of the members of its

negotiating committee, in writing, prior to commencement of negotiations.

- b) The Board shall notify the Union of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.
- 8.4 The Board recognizes the right of a Secondary Occasional Teacher to be represented by a Union representative at any disciplinary meeting should the Secondary Occasional Teacher so desire.
- 8.5 For the use of the Secondary Occasional Teachers' Bargaining Unit, the Board shall provide in each secondary school,:
- a) space on the OSSTF bulletin board for the posting of notices which may be of interest to Secondary Occasional Teachers and that are acceptable to the parties, providing there is space available in a place not visible to the students or general public;
 - b) if available, a mail slot to be used for the placement of Occasional Teacher correspondence.
- 8.6 The Union shall be allowed to carry out Union business on the Board's premises, outside of regular school hours subject, to prior permission from the Principal of the school and the appropriate Superintendent of Education.

ARTICLE 9 - METHOD OF PAYMENT:

- 9.1 Secondary Occasional Teachers shall be paid on a bi-weekly pay schedule, as determined by the Board.
- 9.2 Where a payday falls on a statutory holiday, the Board shall pay Secondary Occasional Teachers on the last regular banking day prior to the statutory holiday.
- 9.3 In the event of an overpayment of salary, the parties agree that the amount of overpayment shall be repaid to the Board forthwith, unless some other mutually acceptable schedule of repayment is arranged with the Board, by the Secondary Occasional Teacher.

- 9.4 In the event of an underpayment of salary by the Board, the parties agree that the amount of underpayment shall be paid to the Secondary Occasional Teacher as soon as practical on the nearest regularly scheduled pay date.
- 9.5 The Board shall provide direct deposit of salary for all Secondary Occasional Teachers covered by this Collective Agreement to a bank or credit union within the jurisdictional area of the Board, according to the Secondary Occasional Teacher's choice. The onus shall be on the Secondary Occasional Teacher to provide the Board with the necessary banking information in a timely fashion in order that the Secondary Occasional Teacher may be paid.
- 9.6 For all Secondary Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address of the Secondary Occasional Teacher.
- 9.7 The Record of Employment certificates for Secondary Occasional Teachers shall be issued as soon as possible, on request.

ARTICLE 10 - RATE OF PAY:

10.1 Short-term Secondary Occasional Teachers shall be paid the following rate(s):

a) **Certified Secondary Occasional Teachers:**

-shall be paid 1/194 of the applicable Secondary Teachers' Grid at Group 1 Step 0, and an additional \$2.00 per day of on-going salary as per the Provincial Discussion Table agreement of November 27, 2008, subject to Article 10.5 as follows:

| Effective Date: | Daily Rate: |
|------------------------------|--------------------|
| September 1, 2008 (3% + \$2) | \$208.81 |
| September 1, 2009 (3% + \$2) | \$215.01 |
| September 1, 2010 (3% + \$2) | \$221.40 |
| September 1, 2011 (3% + \$2) | \$227.98 |

b) **Uncertified Secondary Occasional Teachers With a Degree :**

| Effective Date: | Daily Rate: |
|------------------------------|--------------------|
| September 1, 2008 (3% + \$2) | \$159.26 |
| September 1, 2009 (3% + \$2) | \$163.98 |
| September 1, 2010 (3% + \$2) | \$168.84 |
| September 1, 2011 (3% + \$2) | \$173.85 |

c) **Uncertified Secondary Occasional Teachers without a Degree :**

| Effective Date: | Daily Rate: |
|------------------------------|--------------------|
| September 1, 2008 (3% + \$2) | \$127.35 |
| September 1, 2009 (3% + \$2) | \$131.11 |
| September 1, 2010 (3% + \$2) | \$134.98 |
| September 1, 2011 (3% + \$2) | \$138.97 |

- 10.2 Qualified Secondary Occasional Teachers shall, on the tenth (10th) consecutive day of continuous employment in a single assignment, be paid, subject to Qualifications and Experience Article (Article 14), in accordance with the current salary grid of the Collective Agreement in effect between the Board and O.S.S.T.F. representing Secondary Teachers, retroactive to the first day of continuous employment.
- 10.3 All wages outlined in 10.1 and 10.2 shall be deemed to include vacation pay and any statutory holiday pay.
- 10.4 Secondary Occasional Teachers shall be paid for only those days upon which they are required to work by the Board.
- 10.5 a) Secondary Occasional Teachers shall be paid as follows :
- | | | |
|------------------------------|---|-----------|
| 1 period | = | 0.33 day |
| 2 periods am or pm | = | 0.5 day |
| 2 periods separated by lunch | = | 0.667 day |
| 3 periods | = | 1.0 day |
- b) In cases where the Secondary Short-Term Occasional Teacher is replacing a Teacher in full-day Co-op, LEAD, Section 20 or other

specialized classes where student-mentoring replaces other Additional Professional Assignments, 4 periods may be assigned and = 1.0 day.

- c) Secondary Short-Term Occasional Teachers shall assume (on a pro-rated basis) the Additional Professional Assignments that would normally be assigned to the regular teacher they are replacing, unless required by emergency. Notwithstanding the foregoing, no supervisions outside the scheduled school day shall be assigned to a Short-Term Occasional Teacher.
- d) A Long-Term Occasional Teacher shall assume (on the appropriate pro-rated basis), the duties of the regular Teacher they are replacing, and shall be paid as follows:

| | | |
|--------------------|---|-----------|
| 1 period + duties | = | 0.33 day |
| 2 periods + duties | = | 0.667 day |
| 3 periods + duties | = | 1.0 day |

ARTICLE 11 - PROFESSIONAL ACTIVITY / DEVELOPMENT DAYS & BOARD HOLIDAYS:

- 11.1 The Board shall provide information to Secondary Occasional Teachers about the Professional Development Activities provided by the Board.
 - a) Notice shall be posted on the bulletin board in Secondary Schools to which Secondary Occasional Teachers have access; and
 - b) Communication outlining the Professional Development Day Activities shall be sent to the President of the Secondary Occasional Teacher Bargaining Unit.
- 11.2
 - a) When Professional Activity Day(s) or Professional Development Day(s) fall in the midst of a Long-term Secondary Occasional Teacher's assignment, the Secondary Occasional Teacher shall participate and be paid for the day(s).
 - b) When a Professional Activity Day(s) or a Professional Development Day(s) occurs at the beginning or end of a Long-term Occasional Teacher's assignment, the Board shall have full discretion whether the Long-term Secondary Occasional Teacher works that day.

Where a Long-term Secondary Occasional Teacher is required to work on a such day(s) the member shall be paid for the day(s).

- 11.3 a) Secondary Occasional Teachers shall not be paid for Board holidays, as designated on the Official School Year Calendar.
- b) A Board holiday shall not be considered a break in service for a Long-term Occasional teaching assignment.
- 11.4 a) Upon request, any Secondary Occasional Teacher not covered above, may have access to a school's Professional Development Program on a voluntary basis, without pay, with the permission of the Principal.
- b) Secondary Occasional Teachers shall have access to a Board-sponsored professional development program offered on designated PD days if reasonable accommodations can be made by the Board.
- c) Secondary Occasional Teachers shall be paid, at their appropriate rate for the day if training, required by the Board, is provided on those PD days or if their attendance is requested by the employer.

ARTICLE 12 - WORKING CONDITIONS:

- 12.1 For each Occasional assignment, the school shall provide the Occasional Teacher with: the necessary keys, a timetable for the Secondary Occasional Teacher's assignment including supervision duties, a class list, a seating plan, and the names of students with special education and health-related needs.
- 12.2 When an Secondary Occasional Teacher is required to replace an absent Day School Teacher who works in two different schools, on the same day, the Board shall reimburse the Secondary Occasional Teacher for travel between the two schools, at the current kilometre rate in accordance with Board policy. The necessary forms are available at the work site.
- 12.3 A Secondary Occasional Teacher who is called for an assignment who reports for work and finds that his/her services are not required shall be

paid for one half day and shall be assigned professional duties for that time.

12.4 In the event of the emergency closure of a school or early dismissal for weather-related reasons, an Secondary Occasional Teacher on a full-day assignment in the school, shall be paid as follows :

- a) if the closure or dismissal occurs prior to the lunch break, the Secondary Occasional Teacher shall be paid for a half day .
- b) if the closure or dismissal occurs after the lunch break, the Secondary Occasional Teacher shall receive one (1) full day's pay.

Notwithstanding the foregoing, Secondary Occasional Teachers shall be required to remain at the school as required by the Principal. In the event a closure or dismissal occurs prior to the lunch break and the Principal requires the Secondary Occasional Teacher to remain at the school after the lunch break, the Secondary Occasional Teacher shall be paid for a full day.

12.5 Any time lost due to emergency closure or early dismissal shall not constitute a break in the Assignment of a Long-term Secondary Occasional Teacher.

ARTICLE 13 – HEALTH AND SAFETY

13.1 The Board shall take any and all reasonable precautions to protect the health and safety of the members of the Bargaining Unit.

13.2 All reported violent incidents shall be brought to the attention of the Joint Health and Safety Committee.

ARTICLE 14 - VERIFICATION OF QUALIFICATIONS AND EXPERIENCE:

14.1 Qualifications:

Long-term Secondary Occasional Teachers shall be paid based upon verified qualifications on file, at the time of the commencement of the Assignment, subject to the following:

- a) The placement of Members with Long-term Occasional Teaching Assignments shall be determined in accordance with the current Certification Plan of O.S.S.T.F. unless superseded by legislative requirements. These Certification Rating Statement are the only statements acceptable for verification of placement.
- b) Should a Secondary Long-term Occasional Teacher provide the Board with a Certification Rating Statement which places the Secondary Occasional Teacher in a higher salary Category (Group), the Board shall make the necessary salary adjustment to the first day of employment for ratings provided within five (5) months of that date.
- c) If the Secondary Long-term Occasional Teacher is eligible for a higher salary Group based upon educational requirements completed within the Long-term Occasional Assignment, then the Board will make the necessary salary adjustment effective on the first pay period following completion of the requirement, and following provision of the new Certification Rating Statement within the timelines outlined in Article 14.1 (b).

14.2 Experience for Long-Term Occasionals

Long-term Secondary Occasional Teachers shall be paid based upon documented teaching experience on file at the time of the commencement of the Assignment in accordance with the following:

- a) Previous proven full-time teaching experience as a Certified Teacher in or outside of Ontario in elementary or secondary schools shall be recognized at a one to one (1:1) ratio to June 30th of the preceding school year.
- b) For Part-time or Occasional Teaching Experience as a Certified Teacher with this Board or any other School Board, the Board shall recognize for each twenty (20) days of previous proven teaching, one (1) month of experience pro-rated for part-time assignments, up to June 30th of the preceding school year.
- c) After September 1, 1998 Day School Continuing Education

experience as a Certified Teacher with the Algoma District School Board, exclusive of the Summer or Night School, shall be recognised

up to five (5) school years on the wage grid subject to the following:

- i) one (1) teaching day equals (5) or more consecutive teaching hours in the same day.
 - ii) less than five (5) teaching hours in one day shall be pro-rated.
- d) Recognition of Technical Experience shall be credited at one (1) year of Technical Experience for each two (2) years of directly Related Technical Experience to a maximum of five (5) years Teaching experience on the Wage Grid.
- e) It is the Secondary Occasional Teacher's responsibility to supply proof of Teaching and Related Technical Experience that is not with the Algoma District School Board. Proof of all teaching experience must be certified by the Board and be submitted in a manner acceptable to the Algoma District School Board.
- f) Recognition of experience shall not have the effect of a total salary for any member that would pierce the maximum annual salary for the appropriate Category Level or Wage Grid.

ARTICLE 15 - SECONDARY OCCASIONAL TEACHERS' LIST(S):

15.1 a) The Board shall establish and maintain a Master List of Secondary Occasional Teachers which shall be organized in alphabetical order.

b) The Board shall establish and maintain, for each geographic area, a List of Secondary Occasional Teachers by Subject Area. The list(s) shall be arranged alphabetically.

15.2 The Board shall have the right to add to the Occasional List(s) as required.

a) By the end of September and February of each year, the Board shall provide all Secondary Schools and the Union with copies of the List(s) and from time to time as the List(s) is amended.

- b) The Secondary Occasional Teacher, the Bargaining Unit and O.S.S.T.F., as the case may be, shall indemnify and save the Board harmless from any and all complaints, claims, suits, attachments and any form of liability associated with release of such information to the Union.
- 15.3 a) The Master List shall include the following information for each Secondary Occasional Teacher:
- i) full name
 - ii) telephone number
 - iii) subject/division of qualifications
 - iv) address
- b) The Geographic Area List(s) shall include the following information for each Secondary Occasional Teacher :
- i) subject area
 - ii) full name
 - iii) telephone number
 - iv) qualification & teachables
 - v) indication of availability
- 15.4 It shall be the responsibility of each Secondary Occasional Teacher to notify the appropriate Superintendent, in writing (on a form available in the schools), by June 15th of each year of his/her desire to remain on the Secondary Occasional Teachers' List for the following school year and of the communities in which they shall be available. Failure to submit such notice shall result in the name of the Secondary Occasional Teacher being removed from the List.
- 15.5 It shall be the responsibility of each Secondary Occasional Teacher to notify, in writing, the appropriate Superintendent of any changes to the Secondary Occasional Teacher's address and telephone number and to ensure that the Board has on file, at all times, his/her current address and telephone number. Failure to do so shall result in the name of the Secondary Occasional Teacher being removed from the List.
- 15.6 It shall be the responsibility of each Secondary Occasional Teacher to notify, in writing, the appropriate Superintendent of any changes to the

Secondary Occasional Teacher's qualifications and to provide documentation thereof in accordance with Article 14.

- 15.7 With the approval of the appropriate Superintendent, a Secondary Occasional Teacher may be granted a Leave of Absence from the Algoma District School Board Secondary Occasional List, to accept a Long-term Occasional assignment with another Board in accordance with the Voluntary Leave Article 19.
- 15.8 a) In the event that the Board deems it necessary to remove a Secondary Occasional Teacher from the List (s), the Secondary Occasional Teacher will be notified, in writing, that his/her name has been removed from the List (s), with a copy to the President of the Bargaining Unit.
- b) The Secondary Occasional Teacher may request a meeting with the Superintendent for a review of the removal and may be accompanied by a union representative.
- 15.9 When a Short-term Secondary Occasional Teacher is required, the Principal or his/her Designate, shall call Secondary Occasional Teachers for available work from their Geographic Area Lists.
- 15.10 Upon request by either party, the Superintendent and Bargaining Unit President may meet to review issues relative to the Secondary Occasional Teachers List.
- 15.11 Work Allocation Committee
The Board and the Union agree to form a Committee comprised of two (2) members of the Bargaining Unit and two (2) members of Administration to review the allocation of short and long-term assignments. The Committee's role will be to address any anomalies in the allocation of assignments and to review the Board's needs with respect to qualifications of Secondary Occasional Teachers. The Parties shall meet at least once per semester or at the request of either party. The parties will share records of all calls made to the Secondary Occasional Teachers in order to show that all certified teachers have been called and are unavailable before an uncertified teacher is contacted.

ARTICLE 16- JOB POSTINGS :

- 16.1 All Long-term Secondary Occasional teaching positions, known at least two (2) weeks in advance to extend beyond forty (40) teaching days in duration, shall be posted.
- 16.2 The President of the Secondary Occasional Teachers' Bargaining Unit shall receive a copy of each job posting. A copy of such job posting(s) shall be placed:
- a) in the Secondary Occasional Teacher mailbox in each Secondary School worksite;
 - b) on the Board's website;
 - c) on the website of any Board-associated employment services.
- 16.3 At the completion of the interview process, the Board shall notify all Secondary Occasional Teacher interviewees regarding their status.
- 16.4 Interviewees who are not successful may request a debriefing to occur at a mutually agreeable time.

ARTICLE 17 – PARENTAL/ADOPTION LEAVE

- 17.1 Parental leave shall be granted for two (2) days to Long-term Secondary Occasional Teachers, without loss of pay, and chargeable to sick leave credits, if they have sick leave credits, to attend to the responsibilities related to the birth or adoption of the Long-term Secondary Occasional Teacher's child.

ARTICLE 18 - BEREAVEMENT:

18.1 Bereavement Leave

- a) Bereavement Leave shall be granted without loss of pay or Sick Leave credits to Long-term Secondary Occasional Teachers for the following:
 - i) For the funeral of a Long-term Secondary Occasional Teacher's father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, grandparent of employee or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.

- b) Bereavement Leave for those situations covered under this Article shall be provided as follows:
- i) Within a distance of one hundred and fifty (150) km of the Long-term Secondary Occasional Teacher's principal residence to a maximum of three (3) working or school days.

Notwithstanding the above, when a death occurs in a Long-term Secondary Occasional Teacher's immediate family (father, mother, brother, sister, spouse, common law, or same sex partner, child, guardian, mother-in-law, father-in-law), the Long-term Secondary Occasional Teacher may be granted an additional two days upon request to the Superintendent.

- ii) For greater distances - to a maximum of five (5) school days.

ARTICLE 19- VOLUNTARY LEAVE OF ABSENCE:

- 19.1 A Secondary Occasional Teacher may be granted a Leave of Absence for one (1) school year or part of a school year. The Secondary Occasional Teacher's name shall be removed from the Secondary Occasional Teacher List for the period of the Leave and shall be added to the List upon termination of the Leave at the request of the Secondary Occasional Teacher.
- 19.2 Any Secondary Occasional Teacher who does not return upon expiration of the Leave shall be deemed to have resigned from the Board's employ and shall be removed from the Secondary Occasional Teachers' List.

ARTICLE 20 - JURY DUTY:

- 20.1 A Long-term Secondary Occasional Teacher required to serve on a Jury or subpoenaed as a court witness, but who is not party to the action, shall be granted a Leave of Absence, with pay, for the duration required by the court, however, such Leave with pay, shall not exceed the term of the Long-term Occasional Assignment.
- 20.2 A Leave of Absence under this Article, shall not interrupt a Long-term Occasional's Assignment for the purposes of determining the rate of pay.

- 20.3 All pay, excluding travel, meals and accommodation expenses received from the Court for such appearances, shall be submitted to the Board.

ARTICLE 21 – PRESIDENT LEAVE

- 21.1 By September 30 of each year, the Bargaining Unit shall provide the Board with the name of its President. The Bargaining Unit may amend the name as required during the school year.
- 21.2 The President shall be granted up to ten (10) days paid leave during a school year.
- 21.3 The Bargaining Unit shall remit to the Board the cost of the President’s leave at the current daily rate of pay.

ARTICLE 22 – COLLECTIVE BARGAINING LEAVE

- 22.1 In the year that the Collective Agreement is being negotiated, the Board shall grant leave to no more than three (3) Secondary Occasional Teachers, who shall be designated by the Bargaining Unit Occasional Teacher Negotiating Table Team.
- 22.2 Each member of the Negotiating Table Team shall be granted up to (10) days paid leave for negotiating a new Collective Agreement.
- 22.3 The Bargaining Unit shall remit to the Board the cost of the Occasional Teachers’ leave at the Occasional Teacher’s daily rate of pay.

ARTICLE 23 - SICK LEAVE:

- 23.1 After each twenty (20) consecutive full teaching days in the same Secondary Occasional Teaching Assignment, a Long-term Secondary Occasional Teacher shall be entitled to one (1) paid Sick Leave Day.
- 23.2 Sick Leave shall be accumulated to a maximum of five (5) days for each school year in a continuous assignment. Sick leave days do not transfer or accumulate from one teaching assignment to another or from one semester to another unless the continuous assignment moves into a second semester.
- 23.3 The purpose of Sick Leave shall be for absences related to a Long-term Secondary Occasional Teacher’s illness or dental condition.

- 23.4 No Sick Leave days shall be credited to Long-term Secondary Occasional Teachers on Leave of Absence or on strike or lockout or withdrawal of services.
- 23.5 All medical absences which exceed the five (5) consecutive school days may require documentation acceptable to the Board upon return.
- 23.6 a) The Board reserves the right to have a Secondary Occasional Teacher submit a Certificate from a Doctor, named by the Board, regardless of the duration of the illness. The Board agrees to notify the Secondary Occasional Teacher of its intent to implement this clause via the Principal/Immediate Supervisor, if the Board so requests.
- b) Where the Board has requested such certification, the Board shall be responsible for the cost of the medical certificate.

ARTICLE 24 – BENEFITS

- 24.1 a) A Long-term Secondary Occasional Teacher whose placement is known to be more than sixty (60) teaching days in any Long-term assignment, may, after fifteen (15) teaching days in that single Long-term assignment, purchase Extended Health and Dental Insurance in the Secondary Teachers' Plans available from the Board's insurer.
- b) The Board is not the insurer of employee benefits. The terms and eligibility criteria of the insurer's contract shall prevail at all times.
- c) Such participation in the Board plan shall be for the duration of the Long-term Secondary Occasional assignment only and the employee will be removed from the plan at the end of the assignment.
- 24.2 A Secondary Occasional Teacher who worked at least eighty (80) full-time equivalent days as a Secondary Occasional Teacher in the secondary panel for the Board in the prior school year shall, subject to the conditions in Article 24.3 below, be eligible to enroll and participate in the Employee Benefit Plans.

24.3 Application and Eligibility

- a) Each eligible Secondary Occasional Teacher shall, not later than June 30th 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 24 unless or until the Secondary Occasional Teacher again becomes eligible pursuant to Article 24.1 above.
 - b) An eligible Secondary Occasional Teacher who elects to participate in the Employee Benefit Plans shall be a participant in the plans from September 1st to the following August 31st providing that the eligible Secondary Occasional Teacher:
 - (i) remains on the Board's list of Secondary Occasional Teachers; and
 - (ii) remains available for work as an Secondary Occasional Teacher, except as may be otherwise permitted by the Board.
- 24.4 A Secondary Occasional Teacher currently enrolled in the Benefit Plans may continue participation in the plans from the next September 1st to the following August 31st providing that the Secondary Occasional Teacher:
- a) works at least eighty (80) full-time equivalent school days as a Secondary Occasional Teacher with the Board during the current school year; and
 - b) pays 100% of the premiums as per Article 24.1 above.

ARTICLE 25 - EVALUATIONS:

- 25.1 Only supervisory officers, secondary school Principals and Vice-Principals shall provide written evaluations of a Secondary Occasional Teacher's competence.

ARTICLE 26 - RESIGNATION:

- 26.1 A teacher on the Secondary Occasional Teacher's List shall be required to provide the Board with two (2) weeks written notice of the Secondary Occasional Teacher's intent to resign. In the event a Secondary Occasional

- Teacher signs a contract with another Board, he/she shall be required to resign from the List within two (2) school days.
- 26.2 a) Notwithstanding the above, a Secondary Occasional Teacher employed in a Secondary Long-term Occasional position shall be required to provide the Board with four (4) weeks written notice of the Secondary Occasional Teacher's intent to resign.
- b) If requested, the Board shall attempt to release the Secondary Occasional Teacher earlier than the four weeks provided the Board can hire a suitable qualified replacement.
- 26.3 Nothing herein prevents a Secondary Occasional Teacher and the Board from mutually agreeing to the Secondary Occasional Teacher's resignation at any time.

ARTICLE 27 - ACCESS TO INFORMATION:

- 27.1 A Secondary Occasional Teacher shall have access to his/her own Personnel File upon request during regular office hours and in the presence of a Board designated representative.
- 27.2 The Secondary Occasional Teacher shall have the right to make copies of any material contained in such File or the Teacher may designate, in writing, an alternate to view and/or copy the file on behalf of the Secondary Occasional Teacher.
- 27.3 The Member may be charged reasonable costs for said copies at the discretion of the Manager of Human Resources.
- 27.4 The Secondary Occasional Teacher may be accompanied by one other person who shall have access to the information contained in the File.
- 27.5 Nothing adverse shall be inserted into a Secondary Occasional Teacher's Personnel File without copies being sent to the Secondary Occasional Teacher. The Teacher has the right to request removal of adverse materials from the File. In the event that the Board does not approve the removal of said adverse materials upon request, the Teacher may insert a Statement of Objection into the File.

27.6 The Board has the right to refuse frivolous or vexatious requests with respect to access.

ARTICLE 28: DISCIPLINE AND DISCHARGE:

28.1 A Secondary Occasional Teacher who is to be interviewed by management regarding discipline shall have the right to union representation at all meetings.

28.2 a) A Secondary Occasional Teacher shall be notified, in writing, of the reasons for discipline when a record of same is to be placed in the Secondary Occasional Teacher's Personnel File.

b) Prior to any meeting (including teleconference meeting) with the Board to discuss the reasons for discipline the Board will advise the Secondary Occasional Teacher Bargaining Unit President of said meeting.

28.3 a) A Secondary Occasional Teacher who is to be discharged, is entitled to be notified at a meeting with management of the reasons for discharge and such reasons shall be confirmed in writing.

b) Removal from the Secondary Occasional Teachers' List as outlined in Article 15 shall not be considered discipline or discharge.

c) During any meeting (including teleconference meeting) with the Board, to discuss the reasons for discipline the Board shall inform the Secondary Occasional Teacher that they may request the presence of a Union Representative.

ARTICLE 29 - GRIEVANCE AND ARBITRATION:

29.1 GENERAL:

29.1.1 A Grievance shall be defined as a matter arising from the interpretation, application, administration or alleged contravention of this Agreement including whether a matter is arbitrable.

29.1.2 In this Article, "Grievance Committee" shall refer to:

a) In the case of the Board, up to three representatives duly authorized to act on the Board's behalf;

- b) In the case of the Bargaining Unit, three (3) of its Members duly authorized by the Bargaining Unit to act on its behalf;
- c) Additional resource people may be included by mutual consent.

29.1.3 For the purpose of this Article, a teleconference may be deemed to constitute a meeting, by mutual consent.

29.2 INDIVIDUAL GRIEVANCE

29.2.1 Informal Member(s) Initiated

If a Member(s) feels there has been a contravention of the Collective Agreement, that Member(s) shall first seek remedy through an Informal Meeting with the Principal/Immediate Supervisor. The Member(s) may have Bargaining Unit representation present at said Meeting, should the Member(s) so desire.

The Member(s) must discuss the alleged contravention with the Principal/Immediate Supervisor within fifteen (15) School Days of the date of the alleged contravention.

29.2.2 Step 1

- a) If the Informal discussion does not result in a resolution, the Bargaining Unit on behalf of the Member(s) may file a written Grievance with the appropriate Superintendent of Education (with copies to the appropriate Parties including the Principal/Immediate Supervisor) within ten (10) School Days of the Informal Meeting with the Principal.
- b) Such written Grievance shall contain:
 - i) a description of how the alleged dispute is in violation of the Agreement including the relevant Article number(s); and
 - ii) a statement of the facts to support such grievance; and
 - iii) the relief sought; and
 - iv) the signatures of the duly authorized official of the Bargaining Unit and the Member concerned.

c) The Superintendent of Education or his/her Designate shall respond, in writing, to the Grievance within ten (10) School Days. As an alternative, either Party may contact the other to seek a Meeting of the appropriate Parties with a view to resolving the dispute.

29.2.3 Step 2

a) If the Grievance is not resolved at Step 1, the Bargaining Unit, with the written concurrence of the Member concerned, may within five (5) School Days from the date of receipt of the reply of the Superintendent of Education or Designate, submit the Grievance to the Director.

b) The Bargaining Unit shall be notified, in writing, of the answer of the Director within ten (10) School Days from the date of the receipt of the Grievance at Step 2.

As an alternative, either Party may seek a Joint Meeting of their respective Committees with a view of resolving the dispute. If a Meeting had not been held at Step 1, then a Meeting shall be held at Step 2.

29.2.4 If the reply of the Director is unacceptable to the Bargaining Unit, or, as the case may be, if a Joint Meeting of the Grievance Committee fails to resolve the matter, the Bargaining Unit shall then advise the Board of their position within five (5) School Days from the date of receipt of the reply.

29.2.5 Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions shall not be unreasonably withheld. The failure of one Party to comply with the time allowance of any agreed upon extensions shall result in the Grievance being progressed to the next step.

29.3 PARTY GRIEVANCE (BARGAINING UNIT OR BOARD INITIATED)

29.3.1 Informal Discussion

The Party alleging contravention of the Collective Agreement shall first attempt to resolve the matter by informal discussion with either the appropriate Superintendent of Education or duly authorized representative of the Bargaining Unit, as the case may be. Such a Meeting must occur within fifteen (15) School Days of the date of the alleged contravention of the Agreement.

29.3.2 Step 1

- a) In the event that informal discussion did not result in a resolution to the matter, the Party wishing to file a Grievance shall do so, in writing, to either the Director or the Bargaining Unit President, as the case may be, within five (5) School Days of the informal Meeting.
- b) Such written Grievance shall contain:
 - i) a description of how the alleged dispute is in violation of the Agreement, including the relevant Article number(s); and
 - ii) a statement of the facts to support such Grievance; and
 - iii) a relief sought; and
 - iv) the signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be.
- c) A Joint Meeting of up to three (3) representatives from each Party's Grievance Committee shall be convened within ten (10) School Days of receipt of the written Grievance to discuss the Grievance and attempts to resolve the dispute.
- d) The Director or President of the Bargaining Unit, as the case may be, shall respond, in writing, to the Grievor within those fifteen (15) School Days of the receipt of the written Grievance.

29.3.3 Step 2

If the reply at Step 1 is unacceptable to the Grievor, the Grievor shall then advise the other Party of his/her position within five (5) School Days from the date of the receipt of the reply at Step 1.

Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions shall not be unreasonably withheld. The failure of one Party to comply with time allowances of any agreed upon extensions, shall result in the Grievance being progressed to the next step.

29.4 ALTERNATIVE FORMS OF GRIEVANCE MEDIATION

29.4.1 a) At any time, following the informal step in the Grievance Procedure, the Parties by Mutual Consent, in writing, may elect to resolve the Grievance by using any form of Grievance Mediation the Parties may find mutually acceptable. The Parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached.

b) The Grievance Mediator shall not add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

c) The fees for the Grievance Mediator and any related expenses shall be shared equally by the Parties.

29.4.2 Each Party shall pay the wages, and expenses as well as related costs of their respective attendees, advisors and witnesses.

29.5 ARBITRATION

29.5.1 The Party desiring Arbitration shall notify the other Party, in writing, of its desire to submit the difference or allegation to Arbitration.

29.5.2 The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within ten (10) school days of receipt of the written notification of desire to

move to arbitration, then the grievance shall be submitted to a Board of Arbitration as outlined in Article 29.5.3

29.5.3 Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall within fifteen (15) School Days inform the other Party of the name of its appointee to the Arbitration Board.

When two appointees are so selected they shall within five (5) School Days of the appointment of the second of them, appoint a third person who shall be the Chairman.

29.5.4 If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairman within five (5) Working Days, the appointment shall be made by the Minister of Labour, under the Ontario Labour Relations Act upon the request of either Party.

29.5.5 The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or Representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon the Member(s) and Board.

29.5.6 The decision of the majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairman governs.

29.5.7 The Arbitrator or Arbitration Board, as the case may be, shall not by his/her decision add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

29.5.8 The fees for a single Arbitrator, or a Chairman of the Board of Arbitration, shall be shared equally by the Parties. Each Party shall pay the costs of its nominee to a Board of Arbitration where used.

29.5.9 Upon Mutual Consent, the Grievor may submit the Grievance to a single Arbitrator who shall have the same power as a Board of Arbitration.

ARTICLE 30 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION:

30.1 Each Secondary Occasional Teacher of the Bargaining Unit shall be provided with a copy of this Collective Agreement at shared expense between the Board and the Union, within ninety (90) days of the signing of the Agreement.

30.2 Each newly hired Secondary Occasional Teacher, shall be provided with a copy of this Collective Agreement between the Board and the Union.

ARTICLE 31 - TERM OF AGREEMENT:

31.1 This Agreement shall be in force from September 1, 2008 to August 31, 2012, and shall continue from year-to-year thereafter, unless either party serves notice to renegotiate the terms of this Agreement as provided herein. All terms and conditions of this Agreement shall be effective.

31.2 Either Party to this Collective Agreement may, within the period of one-hundred-and-eighty (180) calendar 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 modifications, of the Agreement or to the making of a new Agreement.

Within fifteen (15) working days or receipt of notice to bargain by either Party, the other Party shall make every effort to enter into negotiations for a renewal or revision of the Agreement.

For the Union:

For the Board:

Date:_____

Date:_____

Appendix A: LETTER OF INTENT**Re: Transportation of Students by Secondary Occasional Teachers**

The Board agrees to distribute the following memorandum from the Superintendent of Education responsible for school operations to all Secondary Principals, on an annual basis:

In the course of their regular duties, contract teachers may transport students during the school day. Although Occasional Teachers are to assume the duties and responsibilities of the contract teacher that they are replacing, Occasional Teachers should not be requested, nor should they feel pressured, to transport students during their assignment at your school. Alternate transportation arrangements must be made if the activity cannot be postponed.

Appendix B: LETTER OF UNDERSTANDING**Re: Call-Out Procedure**

The parties agree that the following call-out order shall be used when rotating through the Secondary Occasional Teachers List for daily work:

1. All Certified Teachers on the Secondary Occasional List qualified in the subject area they are asked to teach, then;
2. All Certified Teachers on the Secondary Occasional List not qualified in the subject area they are asked to teach, but with some background/qualification in the subject they are to teach, then;
3. All Certified Teachers on the Secondary Occasional List not qualified in the subject area they are asked to teach, then;
4. Uncertified Teachers on the Secondary Occasional List, with some background in the subject area they are asked to teach, then;
5. Uncertified Teachers on the Secondary Occasional List, with no background in the subject area they are asked to teach.

A Log Record must be kept to show that all certified teachers have been called and are unavailable before an uncertified teacher is contacted. This log will be checked in the event of any dispute on coverage.