

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UPPER GRAND DISTRICT SCHOOL BOARD**

**(HEREIN AFTER REFERRED TO AS THE “BOARD”)**

**AND**

**THE ONTARIO SECONDARY SCHOOL TEACHERS’  
FEDERATION  
REPRESENTING DISTRICT 18**

**SECONDARY OCCASIONAL TEACHERS**

**(HEREIN AFTER REFERRED TO AS THE “UNION”)**

**SEPTEMBER 1, 2008 TO AUGUST 31, 2012**

## **TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Description</u></b>	<b><u>Page</u></b>
1	Purpose	3
2	Recognition	3
3	Definitions	4
4	Correspondence	5
5	Union Dues and Check Off	5
6	Management Rights	6
7	No Discrimination	7
8	Access to Information	7
9	Collective Agreement Copies	8
10	Occasional Teachers' List	8
11	Calling of Occasional Teachers for Long-Term Assignments	9
12	Job Vacancies – Secondary Teaching Positions	11
13	Working Conditions	11
14	Services Not Required, Late Calls, & Emergencies	12
15	Rates of Pay	13
16	Teaching & Related Technological & Business Experiences	14
17	Benefits	15
18	Sick Leave	16
19	Leaves of Absence	17
20	Pregnancy and Parental Leave	17
21	Compassionate Care Leave	17
22	Evaluations	18
23	Termination of Long-Term Assignments	19
24	Grievance Procedure	19
25	Occupational Health and Safety	22
26	No Strikes and No Lockouts	22
27	Just Cause & Union Representation	22
28	Leave for Union Business	24
29	Negotiating Committee	24
30	Data for Negotiations	24
31	Leave for College of Teachers	25
32	Medical Procedures	25
33	Use of Board Courier & Meeting Places	26
34	Professional Development Days	26
35	Pandemic	26
36	Term of Agreement	27
Letter of Intent	re: Provision of Information	28
Letter of Agreement	re: Criminal Records Checks	29
Letter of Agreement	re: Smart Find Express System/Labour Management Committee	30

## **ARTICLE 1 - PURPOSE**

- 1.01 The intent of both Parties and the purpose of this agreement is to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and by providing a procedure for the equitable settlement of grievances between the parties.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer, known as the Upper Grand District School Board, hereinafter referred to as the Board, recognizes the Ontario Secondary School Teachers' Federation, hereinafter referred to as the Union, as the bargaining agent for all Occasional Teachers employed by the Board in its secondary panel.
- 2.02 The Board recognizes the Negotiating Committee of the Union as the official body to represent the Occasional Teachers in the secondary panel in the conduct of negotiations.
- 2.03 The Ontario Secondary School Teachers' Federation and the Bargaining Unit recognize the Negotiating Committee of the Board as the official body to represent the Board in the conduct of negotiations.
- 2.04 The Board recognizes the right of the Federation or the Bargaining Unit to be represented by their staff officers or any other duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise or represent the Federation or the Bargaining Unit in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.05 The Federation and the Bargaining Unit recognizes the right of the Board to be represented by the Ontario Public School Boards' Association, or an affiliate Association, or any duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2:06 A Secondary Occasional Teacher Labour/Management Co-operative Committee shall be established with no more than three (3) representatives of each of the Bargaining Unit or designates, and management or designates, to discuss matters of concern, including but not limited to automatic call-out system and system wide

initiatives. The Committee will meet at the request of either party at a time mutually agreed upon. The Committee may make recommendations to the Superintendent of Human Resources.

- 2.07 The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members.
- 2:08 The Board shall notify the Bargaining Unit president of any matters pertaining to the demotion, suspension, or dismissal of individual Occasional Teachers.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 “Occasional Teacher” shall mean an Occasional Teacher as defined in the Education Act as amended from time to time.
- 3.02 “Short-Term Occasional Teacher” means an Occasional Teacher hired to teach for a period of fewer than twelve (12) consecutive teaching days.
- 3.03 Long-Term Occasional Teacher” and “LTO Teacher” means an Occasional Teacher hired to teach for a period of twelve (12) or more consecutive teaching days.
- 3.04 In the event of an interruption of not more than two (2) days in a specific teaching assignment, the qualifying period to meet the definition of a Long-Term Occasional Teacher will be extended for a period equal to the interruption.
- 3.05 “Occasional Teacher List” means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the secondary panel. It is understood that all Occasional Teachers must be members in good standing of the Ontario College of Teachers and must have a Certificate of Qualification from the Ontario College of Teachers or Interim Certificate of Qualification. All certification and required documentation must be submitted to the Superintendent of Human Resources before a candidate’s name is placed on the Occasional Teachers’ List.

- 3.06 “Certified” means an Occasional Teacher who holds a valid Certificate of Qualification or a valid Interim Certificate of Qualification and is a member in good standing of the Ontario College of Teachers.
- 3.07 “Bargaining Unit” means the O.S.S.T.F. District # 18 Occasional Teachers’ Bargaining Unit.
- 3.08 “Union” and “OSSTF” and “O.S.S.T.F” and “Federation” all mean the Ontario Secondary School Teachers’ Federation.
- 3.09 “Board” means the Upper Grand District School Board.
- 3.10 “Parties” mean the Bargaining Unit and the Upper Grand District School Board.
- 3.11 “Probationary Occasional Teacher” means a teacher covered by this Collective Agreement who has not completed thirty (30) teaching days of employment as an Occasional Teacher with the Board. It is understood that the probationary period of thirty (30) teaching days may be extended by one (1) thirty (30) day period at the exclusive discretion of the appropriate Superintendent.

#### **ARTICLE 4 - CORRESPONDENCE**

- 4.01 All correspondence between the Parties arising out of this Agreement shall pass between the Superintendent of Human Resources or designate and the President of the Bargaining Unit or designate.

#### **ARTICLE 5 – UNION DUES AND CHECK OFF**

- 5.01 On each pay date on which an employee is paid the Board shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days before the expected date of change.
- 5.02 The Provincial OSSTF dues deducted, as in clause 4.01, shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions are made. Such remittance shall be accompanied by a dues submission list showing the names, wages earned, wages earned to date, dues and

assessments deducted and the time worked for each Occasional Teacher from whose wages the deductions have been made.

- 5.03 Levies specified by the Bargaining Units, if any, shall be deducted, and remitted to the Treasurer of the appropriate bargaining units no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a dues submission list showing the names, wages earned, wages earned to date, dues and assessments deducted and the time worked for each Occasional Teacher from whose wages the deductions have been made.
- 5.04 Occasional Teachers covered by this Collective Agreement shall be members of O.S.S.T.F.
- 5.05 The Federation shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and any form of liability, as a result of deductions authorized by the Union.
- 5.06 The Income Tax Slips (T-4) provided each year by the Board, shall indicate the amount of dues paid by each Occasional Teacher during the previous year.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 The Board agrees to exercise its management rights in a manner which is neither discriminatory, arbitrary nor in bad faith and in accordance with the Acts and Regulations of the Province of Ontario.
- 6.02 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration, save and except to the extent specifically modified by a provision of this Agreement.
- 6.03 Without limiting the generality of the foregoing, the Board's rights shall include:
  - a) the right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
  - b) the right to determine, alter and eliminate services, programs and courses offered;
  - c) the right to discipline, including disciplinary demotion;
  - d) the right to dismiss and layoff Occasional Teachers, subject to the employee's rights under the appropriate Act;

- e) the right to designate or establish departments, organizational units or areas of study;
- f) the right to select individuals to positions of responsibility, and to determine job functions;
- g) the right to make, change and enforce reasonable rules, regulations and all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the province of Ontario;
- h) it is understood that the Board's right to discipline shall be for just cause.

#### **ARTICLE 7 - NO DISCRIMINATION**

- 7.01 Each of the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced against any Occasional Teacher because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, legal union activities, or handicap.

#### **ARTICLE 8 - ACCESS TO INFORMATION**

- 8.01 The Board shall provide Occasional Teachers with copies of any material placed in their personnel files, including any document respecting the performance or conduct of that Occasional Teacher, within seven (7) calendar days of filing such material.
- 8.02 Material may be removed from an Occasional Teacher's personnel file at the request of the Occasional Teacher and with the approval of the Board. Disciplinary material shall be removed from an Occasional Teacher's personnel file, upon receipt of a written request from the Occasional Teacher, after two (2) discipline-free years where no follow-up difficulty has occurred during the two (2) year period, unless the Superintendent of Human Resources determines that the discipline was for serious misconduct.
- 8:03 The Board shall ensure all medical records provided to the Board's Disability Manager are stored in a confidential manner in a secure location.

## **ARTICLE 9 – COLLECTIVE AGREEMENT COPIES**

- 9.01 The Parties agree to share equally the cost of printing a sufficient number of copies of the Collective Agreement for distribution to members of the bargaining unit and to each principal of a secondary school within the jurisdiction of the Board.
- 9.02 The Board shall mail a copy of the Collective Agreement to new hires to the Occasional Teacher List within 30 (thirty) days of being added to the list.
- 9.03 Within 60 calendar days of ratification of the agreement by both parties, the Board shall mail a copy of the new Collective Agreement to each member of the bargaining unit and to all secondary school principals and vice-principals.
- 9.04 New long term occasional teachers who accept teaching assignments shall be mailed a copy of the Collective Agreement within 30 (thirty) days of their teaching assignment. The names of these new members of the Bargaining Unit shall be submitted to the bargaining unit on a monthly basis by the last working day of each month.

## **ARTICLE 10 – OCCASIONAL TEACHERS' LISTS**

- 10.01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers in order to be placed on the Occasional Teachers' List.
- 10.02 Only Teachers on the Occasional Teachers' List shall receive calls for short-term occasional teaching assignments except where the Board is required to appoint a person in the event of an emergency.
- 10.03 The Occasional Teacher list shall be limited to thirty-four percent (34 %) of the Board's FTE allotment of teachers, such percent to include those teachers assigned to the Occasional Teacher Priority-Calling List for teaching the Developmentally Delayed.

Where the list is not sufficient to meet the board's specific program needs to supply Occasional Teachers to the system the Board may, after consultation with the Bargaining Unit, increase the number of names on the list, to maintain a sufficient pool of names. This increased number shall not exceed two percent (2%) of the limit specified above.

- 10.04 Where the list is not sufficient to meet the Board's needs to supply Occasional Teachers to the system the Board may, after consultation with the Bargaining Unit, increase the number of names on the list, to maintain a sufficient pool of names.
- 10.05 There shall be no additions made to the Occasional Teachers' List without prior consultation with the members of the Secondary Occasional Teachers Labour/Management Committee.
- 10.06 The Occasional Teachers' List shall provide the following information for each Occasional Teacher: Full name, Telephone number, mailing address, and subjects that the Occasional Teacher is qualified to teach. Occasional Teachers shall be listed in alphabetical order.
- 10.07 Occasional Teachers shall notify the Human Resources Department of the Board, in writing, of any changes of qualifications or address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 10.08 The Board shall send an up-to-date Occasional Teachers' List to the Bargaining Unit by September 15th and February 28th in each school year.
- 10.9 The Board shall send an up-to-date list of those Teachers from the Occasional Teachers' list employed on Long-Term assignments to the Bargaining Unit by the 30<sup>th</sup> of each month.
- 10.10 Upon request, and with reasonable notice, up to four times a year, and at no cost to the Bargaining Unit, the Board will provide the Bargaining Unit with a set of mailing labels of those teachers on the Occasional Teachers list. The Bargaining Unit may purchase additional labels at cost.
- 10.11 Where an Occasional Teacher requests, in writing, that their name be removed from the List, the Board will remove it from the next published list.

**ARTICLE 11 – CALLING OF OCCASIONAL TEACHERS FOR LONG-TERM  
& SHORT-TERM OCCASIONAL TEACHING ASSIGNMENTS**

- 11.01 All Long-Term Occasional Teaching assignments shall be posted electronically and in every school and on Apply to Education at least three (3) working days prior to the closing

date for applications. At the time of posting a dated copy of each posting shall be forwarded to the Bargaining Unit.

- 11.02 The Board shall use an electronic system to distribute offers of work to short-term Occasional Teachers using a qualifications-based random-order system.
- 11.02 In the event that the electronic system fails, a manual system employed by the Board for the offer of assignments to Occasional Teachers shall distribute such offers.
- 11.03 If a position has not been filled by Smart Find, the Board may hire a person who is not on the Occasional Teachers' list to teach on a short-term basis. The Bargaining Unit President shall be provided on a monthly basis with a monthly list of each day worked, identifying the location and dates that the person was hired to teach in the case of an emergency.
- 11.04 Assignments in Technological Studies shall be made on a subject-specific basis, using Ministry of Education specified subjects.
- 11.05 Assignments in Special Education shall be made on a subject-specific basis, using Ministry of Education specified subjects.
- 11.06 The subject qualifications of the Occasional Teacher shall be registered in the electronic call-out system and shall not include qualifications not indicated on their College of Teachers qualification record.
- 11.07 Offers of work shall not be pre-arranged, with the following exceptions:
  - a) where a short-term assignment needs to be extended beyond its original length, the appropriate administrator shall offer this extension to the teacher on the original assignment. Should that teacher wish to accept, but is already booked into another school within the Board, the administrator may attempt to arrange a switch.
  - b) Where a Long-Term part-time Occasional Teacher is available in the school during the period(s) in question, the school administrator may offer that teacher short-term assignments.

- c) Special circumstances where specialty qualifications are required (e.g., CELP).
- d) Compassionate reasons.

11:09 Job Shopping shall not be enabled for Occasional Teachers.

## **ARTICLE 12 – JOB VACANCIES – SECONDARY TEACHING POSITIONS**

- 12.01 As new full-time or part-time teaching positions become available, the Board shall forward each posting electronically to the Bargaining Unit, as well as to each workplace, where it will be posted, and on Apply to Education.
- 12.02 All subject-qualified Occasional Teacher applicants, to a maximum of three (3), who express an interest in a new full-time or part-time position, shall receive an interview, provided that the Occasional Teacher notes on the application that he/she is currently on the Secondary Occasional Teacher list and is available for work.
- 12.03 If a Long-Term Occasional Assignment becomes a regular teaching position, the Long-Term Occasional Teacher on that assignment shall be interviewed for the regular teaching position, should the teacher apply.

## **ARTICLE 13 – WORKING CONDITIONS**

- 13.01 The Board shall provide the following in-school information to Occasional Teachers:
  - a) the timetable for the occasional teacher, including any on-call and supervisory duties for which the absent teacher could have been responsible,
  - b) a schedule identifying period changes,
  - c) an up-to-date class list,
  - d) a current seating plan with student photographs, where possible,
  - e) written procedures of the school,
  - f) written information in school emergency procedures,
  - g) keys for appropriate classrooms and washrooms, where possible.

- 13.02 On-calls and supervisions may be assigned when such duties could have been assigned to the absent teacher without creating a breach of the TBU collective agreement.
- 13.03 Short-Term Occasional Teacher shall be paid the daily rate as follows:
- a) One teaching period shall constitute one-third (1/3) pay of the daily rate
  - b) Two teaching periods shall constitute two-thirds (2/3) pay of the daily rate
  - c) Three teaching periods shall constitute three-thirds (3/3) pay of the daily rate

Notwithstanding the above, and only at Erin District High School, and only while Erin D.H.S. continues to practice a five-period Multi-Subject Instructional Program (MSIP) day, an Occasional Teacher will be paid for a full day for:

- A three period day with a possible on-call or supervision, in accordance with Article 27, or
- A four period day without the possibility of an on-call or supervision

- 13.04 Notwithstanding the preceding article, an Occasional Teacher at Erin DHS shall not receive a combined timetable of more than a three period day.

#### **ARTICLE 14 - SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCIES**

- 14.01 If a representative of the Board calls an Occasional Teacher for a full-day occasional teaching assignment in error, and that Occasional Teacher reports to the school, that teacher shall receive a full day's pay at the short-term occasional teaching rate.
- 14.02 If a representative of the Board calls an Occasional Teacher for a part-day occasional teaching assignment in error, and that Occasional Teacher reports to the school, that teacher shall receive a part-day's pay at the short-term occasional teaching rate.
- 14.03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers who were scheduled to work a full day shall receive a full day's pay and Occasional

Teachers who were scheduled to work a half-day shall receive a half-day's pay.

- 14.04 The Board shall give notice of cancellation of any existing assignments by 8:00 p.m. of the previous day of the assignment by Smart Find Express and by telephone to the teacher. Cancellations by administration made after this time will result in full payment for the original assignment.
- 14.05 Teachers shall give notice of cancellation of their assignment to the Smart Find Express system, and by telephone to the school, as soon as possible.
- 14.06 Notwithstanding 14.03, if Smart Find Express offers the Occasional Teacher an alternate assignment for the cancelled day's work, no payment is owing for the cancelled job.
- 14.07 Notwithstanding the cancellation or delay of buses, Occasional Teachers shall make every reasonable effort to arrive at their assigned school on time. If unable to travel to the assigned site, teachers should provide assistance at the nearest Upper Grand District School board school in proximity to their residence.
- 14.08 When inclement weather makes travel too dangerous to reach any board school, the Occasional Teacher shall notify the school where they accepted the original assignment of the circumstances, and shall enter their job cancellation into the Smart Find Express system.

## **ARTICLE 15 – RATES OF PAY**

### **15.01 Short-term Occasional Teachers**

#### **Certified Daily Rate**

Short Term Occasional Teachers with a valid Teachers Certificate shall be paid a daily rate that is equivalent to 1/203 of Group 1, Year 0 of the current Collective Agreement for Secondary School Teachers employed by the Upper Grand District School Board. This rate will automatically change to reflect any changes which may occur in Group 1, Year 0 of the Secondary Teachers Grid. This rate shall be inclusive of vacation pay.

Uncertified Daily Rate

Short Term Occasional Teachers that do not have a valid Teachers Certificate shall be paid 75% of the Certified Occasional Teachers daily rate. This rate shall be inclusive of vacation pay.

- 15.02 Salary payment will be by direct deposit to the account at the bank or trust company as designated by the employee on the appropriate form on file with the Payroll Department. The deposit advice form shall be sent to the short-term employee by paper (hard copy), to the address specified by the employee on or before the day the deposit is made. The deposit advice form shall be sent to the long-term employee by e-mail, to the employee's e-mail address on the Board's e-mail system, on or before the day the deposit is made.
- 15.03 Effective the day following ratification of the Collective Agreement, when a short-term Occasional Teacher holds a teaching assignment for the same teacher for twelve (12) consecutive days, then effective on the 12<sup>th</sup> day and retroactive to the first day of the assignment, the Board shall place that Occasional Teacher on the appropriate step of the grid on the current Secondary Teachers' Salary Grid.
- a) Long-Term Occasional Teachers who would for any reason receive a reduction in pay due to a move to the current Secondary Teachers' Salary Grid will instead remain at the rate of pay for Short-Term Occasional Teachers.
- 15.04 If an Occasional Teacher accepts a Long-Term assignment which the Superintendent of Human Resources or designee believes will cover an extended time period, the Occasional Teacher shall commence grid placement at day one (1) of the assignment.
- 15.05 It is understood that the daily rate, and payment on the Secondary Teachers' Salary Grid, includes payment for vacation and any paid holidays, if applicable.

**ARTICLE 16 – RECOGNIZED TEACHING AND RELATED  
TECHNOLOGICAL AND BUSINESS EXPERIENCE**

- 16.01 The Board shall credit teaching experience for Long-Term assignments or contract teaching; such credit shall include one-tenth (1/10) of a year for each twenty (20) days of teaching in any combination of Long-Term Occasional Teaching assignments, rounded to the nearest one-tenth (1/10).

To receive such experience credits from outside the Board, the Occasional Teacher shall provide a statement on official letterhead from the Board or Private School showing the dates and number of days in each assignment.

- 16.02 The allowance for related Technological and Business Experience shall be one year on the grid for each full year of related trade or business experience up to a maximum of six (6) years related experience (six years on the grid). This shall also apply to existing teachers.
- 16.03 This allowance shall not have the effect of piercing the maximum set forth in the salary grid.
- 16.04 Verification of related experience shall take the form of letters from previous employers which certify and confirm the date of hire, date of termination, description of the work and employment status, and responsibility. The Long-Term Occasional Teacher shall provide such verification in a timely manner.
- 16.05 In order to be eligible for related experience, fifty percent (50%) of the teaching time must be in the discipline for which the allowance is paid.

## **ARTICLE 17 – BENEFITS**

- 17.01 Subject to the agreement of the carriers, an Occasional Teacher may access the Teachers' medical and dental benefits package via the Board's Secondary LTO Teachers' benefit package. The Occasional Teacher is responsible for requesting benefits coverage. The following conditions shall apply:
  - a) all benefits are to be paid one hundred percent (100%) by the Occasional Teacher;
  - b) the Board shall receive premium payments from the Occasional Teacher and remit premiums to the carriers;
  - c) benefits must be prepaid six (6) months at a time by the Occasional Teacher providing six cheques post dated for the beginning of each month for the period of benefit coverage;

- d) an Occasional Teacher who withdraws from the benefits plan is not entitled to any rebate. However, the Board would attempt to obtain a rebate from the carrier(s) on behalf of the teacher and, if successful, would pass on any rebate to the teacher.
- e) notwithstanding (a), Long Term Occasional Teachers who have completed an F.T.E. (full-time equivalent) assignment of 96 consecutive days and have a further F.T.E. (full-time equivalent) assignment shall become eligible for benefits on the same basis as regular secondary teachers via the Board's Secondary LTO Teachers' benefit package.

It is understood that a break in service of up to 5 consecutive days and/or July/August will be considered as continuous service.

- f) upon becoming eligible, the board will contribute one-twelfth (1/12) of the annual amount stipulated in the secondary agreement for each month of continuous F.T.E. service, after the eligibility period.
- g) benefits will conclude at the end of the assignment unless there is no break in service.

17.02 Any changes to the Board's Secondary LTO Teachers' benefit package or any changes of the carrier, must provide at least the equivalent coverage of benefits.

## **ARTICLE 18 – SICK LEAVE**

- 18.01 A Long-Term Occasional Teacher shall be granted pro-rated sick leave credits on the formula of twenty (20) days per year if working full-time.
- 18.02 Sick leave days accumulate at the rate of two (2) days per month and are accorded at the end of each month of the teaching assignment.
- 18.03 Sick leave credits shall be used for sick leave purposes only in the current school year of employment, and shall not accumulate from one (1) school year to another. Where a teacher is placed on two (2) two or more occasional assignments within the same school year, sick leave shall be cumulative for that school year only.

- 18.04 Notwithstanding clause 18.03, if a Long-Term Occasional Teacher is appointed to a Long-term assignment at the same school, or to probationary or permanent staff of the Board for the ensuing school year, without an intervening break in employment, the employee shall carry forward as a credit any accumulative sick leave balance as of the preceding June 30<sup>th</sup>.
- 18.05 A Long-Term Occasional Teacher who is absent due to illness must submit, if requested by the Principal, medical certification of such illness from a qualified physician.

### **ARTICLE 19 - LEAVES OF ABSENCE**

- 19.01 A request for leave by a Long Term Occasional Teacher will be governed by the Upper Grand Policy # 411 - Absences and Leaves. Policy 411 will be posted on the Board's website.
- 19.02 Occasional Teachers may make a written request to the Superintendent of Human Resources for a leave of absence of up to one (1) year. The submission of this request must occur at least one (1) month prior to the commencement of leave. The next printed Occasional Teacher List shall indicate both the temporary unavailability of the Occasional Teacher, and the expected date of that Teacher's return. It is understood that such requests shall not be made in concert or in combination or by common understanding.
- 19.03 The Board shall not include Occasional Teachers on leaves of absence in the total number of Occasional Teachers on any list.

### **ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE**

- 20:01 Pregnancy and Parental Leave for a Long Term Occasional Teacher shall be in accordance with the Employment Standards Act for the period of time that Pregnancy/Parental Leave falls within the period of the long term occasional teacher assignment.

### **ARTICLE 21 – COMPASSIONATE CARE LEAVE**

- 21:01 "Compassionate Care Leave" means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

- 21:02 A compassionate Care Leave may be taken by a Long Term Occasional Teacher on assignment for up to eight (8) weeks until the original end date of the LTO assignment, or upon the return of the absent teacher, whichever comes first.
- 21:03 All requirements outlined in the Employment Standards Act must be met for the leave to be granted.

## **ARTICLE 22 - EVALUATIONS**

- 22.01 Only Supervisory Officers, Principals and Vice-Principals shall evaluate an Occasional Teacher.
- 22.02 An Occasional Teacher shall receive at least one (1) school day's prior notice of any formal classroom observation.
- 22;03 A pre-evaluation meeting shall take place between the evaluator and the Long-Term Occasional Teacher prior to any formal classroom observation.
- 22.04 The Board shall provide the Occasional Teacher with a written copy of the summative report, signed by the evaluator, within twenty (20) days following completion of the evaluation process.
- 22.05 Nothing within this Article shall be construed as limiting the right of the Principal, Vice-Principal, or Supervisory Officer to observe the Occasional Teacher without notice when there is concern about the management of a class.
- 22.06 The Board will consult with the Bargaining Unit in the development of, and prior to making changes to, the Board's policies and procedures regarding occasional teacher performance appraisals.
- 22.07 Should an Occasional Teacher on a long-term assignment request an evaluation, such an evaluation will take place within thirty (30) days and Articles 22.02, 22.03, 22.04 shall apply.
- 22.08 All evaluations shall be in accordance with Board policies and procedures regarding Teacher Performance Appraisals.

## **ARTICLE 23 – TERMINATION OF LONG-TERM ASSIGNMENTS**

- 23.01 Whenever possible, the Board will make every effort to inform a Long-Term Occasional Teacher of the start and end date of an assignment prior to the commencement of the assignment. In the event that the replaced teacher returns before the scheduled end date, the Occasional Teacher shall be terminated with not less than three (3) days notice or the equivalent pay in lieu of notice.
- 23.02 In the case of an LTO assignment with an undetermined end-date, the Occasional Teacher shall be terminated with not less than three (3) days' notice, in the event that the teacher being replaced returns.
- 23.03 Article 23.01 and 23.02 (above) shall apply only if the termination occurs because the replaced teacher returns prior to the anticipated date of return. Termination for any other reason shall be subject to Just Cause article 27.01.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

- 24.01 **Intent and Definition of Grievances**  
It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.
- 24.02 **Informal Stage**  
Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher, a Union representative (if the teacher desires) and the Occasional Teacher's principal or appropriate supervisor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.
- 24.03 **Step One**  
If the dispute is not settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within fourteen (14) calendar days of the Occasional Teacher becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably been detected, to the Superintendent of Human Resources or designee. The written notice shall contain:

- a) a description of the complaint,
- b) clauses alleged to have been violated, listed by specific number, and
- c) the settlement requested.

The Superintendent, or designee, shall provide a written answer within fourteen (14) calendar days of receipt of the grievance.

#### 24.04 Step Two

If the grievance is not settled on the basis of the answer given in Step One, the Union shall, within seven (7) calendar days of receipt of the Step One answer, notify the Superintendent of Human Resources or designee, in writing, that a grievance meeting is requested.

The Superintendent or designee and other persons that the Superintendent or designee deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The Superintendent, or designee, shall provide a written answer within seven (7) calendar days of the meeting being held.

#### 24.05 Step Three

If the grievance is not settled on the basis of the answer given in Step Two, the parties may:

- (a) Agree in writing to submit the grievance to a mutually agreed-upon single arbitrator in Step Three, rather than an Arbitration Board. In the event that the parties are unable to agree upon the name of a single Arbitrator, the parties may request the Ministry of Labour to make the appointment.
- (b) Refer to a Board of Arbitration in which case the Union shall within seven (7) school days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the Arbitration Board.

The Director of Education or designee shall, within seven (7) days, inform the Union of the Board's appointee to the arbitration board.

The two (2) appointees shall, within seven (7) calendar days, or such longer time as they may agree upon, appoint a third person who shall be the Chair.

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within the time limit, either the Union or the Board may request the appointment of a chair by the Ministry of Labour.

- 24.06 The Arbitration Board, or single Arbitrator, shall hear and determine the grievance and shall issue a decision that is final and binding upon the Parties.
- 24.07 The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.
- 24.08 Each Party shall bear the fee and/or expenses of its Appointee to the Arbitration Board and any fees and/or expenses of the Chair or single Arbitrator shall be borne equally by the parties. Each Party shall bear its own expenses respecting legal counsel and appearances throughout the procedure.
- 24.09 One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.
- 24.10 Group Grievance
- a) If the Board has complaint with respect to the Union or the Federation, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be to the President or other executive officer of the Union. The President or other executive officer of the Union shall provide the answer to the Board, within seven (7) calendar days.
  - b) The Union may file a grievance on behalf of two (2) or more Occasional Teachers commencing at Step One.
  - c) Group grievances may only be filed within fourteen (14) calendar days of either Party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) calendar days after the event when the event could reasonably have been detected.

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

- 25.01 The Board agrees to provide safe and healthy conditions of work for its Occasional Teachers and to carry out all of its duties and obligations under the Occupational Health and Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health and Safety Act is not grievable.
- 25.02 The Federation agrees to assist the Board in maintaining proper observation of health and safety rules.
- 25.03 All reported incidents of violent or aggressive behaviour at a work location, which may negatively impact the safety of any or all members of the Occasional Teachers' Bargaining Unit shall be brought to the attention of the Joint Health and Safety Committee.
- 25.04 It is the responsibility of the member to report to the Principal any unsafe equipment or process, which, in the Member's opinion appears to be unsafe or hazardous. Should the Principal not address the situation in a timely or safe manner the member may refer the matter to the Joint Health and Safety Committee.

## **ARTICLE 26 - NO STRIKES AND NO LOCKOUTS**

- 26.01 There shall be no strike or lock-out during the term of this agreement. The terms "strike" and "lockout" shall be as defined in the Labour Relations Act.

## **ARTICLE 27 – JUST CAUSE & UNION REPRESENTATION**

- 27.01 No Occasional Teacher shall be demoted, suspended, disciplined, or dismissed without just cause.

The Board shall provide such just cause in writing to the Occasional Teacher with ten (10) calendar days from the time the Occasional Teacher receives notice of any such action.

- 27.02 An Occasional Teacher's name shall be removed from the list for the following reasons:

- a) A non-probationary Occasional Teacher is removed for just and sufficient cause.
- b) A probationary Occasional Teacher is removed using a lesser standard of just cause as determined by the Board. The standard of just cause shall be consistent with the purpose of a probationary period and the length of employment of the employee, and the discharge of probationary employees shall not be done in a manner that is arbitrary, discriminatory, or in bad faith

The Board shall provide such cause in writing to the teacher within ten (10) calendar days from the time the Occasional Teacher receives notice of any such action.

- c) The Occasional Teacher asks to have their name removed from the list;
- d) effective September 1, 2001, the Occasional Teacher fails to work a minimum of ten (10) days within one (1) school year unless the Occasional Teacher is on an approved leave of absence;
- e) the Occasional Teacher fails to return the annual renewal form within the prescribed timeline, which shall not be less than one month;
- f) the Occasional Teacher has accepted a full-time permanent teaching assignment with the Board.
- g) failure to inform the Board, via Smart Find Express, of any unavailability which lasts for more than thirty days.

27.03 A meeting shall take place between a Board representative and the Occasional teacher to discuss the imposition of any actions listed in article 27.02

27.04 An Occasional Teacher has the right to Union representation.

27.05 A teacher who is required to attend a disciplinary meeting with school administration has the right to have union representation at that meeting and will be so informed by the principal.

27.06 Where possible, the meeting shall take place before the imposition of actions listed in article 27.01. Otherwise such meeting shall take place in a timely manner.

## **ARTICLE 28 – LEAVE FOR UNION BUSINESS**

- 28.01 At the request of the Bargaining Unit, the Board shall grant paid release time to the Bargaining Unit President or designate in order to conduct Union business.
- 28.02 The Person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and teaching experience as if employed by the Board as a Long-Term Occasional Teacher.
- 28.03 The Union will reimburse the Board for costs incurred under clauses 28.01 and 28.02 beyond twenty-five (25) days.
- 28.04 When the District President comes from the Occasional Teachers' Bargaining Unit, the Board shall grant 0.5 (half-time) paid release to that Occasional Teacher at the Long-Term Occasional Teacher Rate. Benefits and 100% credit for teaching experience shall be governed by the terms of this Collective Agreement. The Union shall reimburse the Board for this expense at Category 3, Year 0. Reimbursement shall not exceed the actual salary paid.

## **ARTICLE 29 – NEGOTIATING COMMITTEE**

- 29.01 The Board shall pay up to four (4) Occasional Teachers involved in negotiations for scheduled meetings with the Board which occur between the hours of 8:00 a.m. and 5:00 p.m. as follows:
- a) Short-term Occasional Teachers shall receive the appropriate daily rate, and
  - b) Long-Term Occasional Teachers shall receive the appropriate daily rate, pro-rated at the appropriate salary grid level.

## **ARTICLE 30 - DATA FOR NEGOTIATIONS**

- 30.01 Upon written request submitted at least five (5) working days in advance, the Board shall provide the Bargaining Unit with a copy of available data relevant to the negotiation of this Collective Agreement as follows:
- a) a statement of the current operating budget;
  - b) a statement of current operating expenditures;
  - c) information on current staffing, class size data filed with the Ministry of Education and current enrolment;

- d) public documents received from government sources which relate to the funding and operation of the Board; and
- e) public minutes from the Board meetings.
- f) A statement of the total number of occasional teaching days for the previous school year.

### **ARTICLE 31 – LEAVE FOR COLLEGE OF TEACHERS**

- 31.01 When a member of the College of Teachers is a member of the Occasional Teachers' Bargaining Unit, the Board shall grant up to fifty (50) paid release days to that Occasional Teacher at the Long-Term Occasional Teacher Rate provided that the College of Teachers agrees to reimburse the Board for the full cost of the release time as outlined in clauses 31.01 and 31.02.
- 31.02 The Person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and teaching experience as if employed by the Board as a Long-Term Occasional Teacher.

### **ARTICLE 32 - MEDICAL PROCEDURES**

- 32.01 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases. An Occasional Teacher shall not be subject to discipline for refusing to administer medication, except in a life-threatening situation.
- 32.02 Occasional Teachers shall not perform any of the following physical procedures:
  - a) manual expression of bladder/stoma;
  - b) postural drainage;
  - c) sterile intermittent catheterization; and
  - d) tube feeding.
- 32.03 For actions taken by any Occasional Teacher in following the Board's Policy on medical procedures, Policy # 509 - Health Support Services, the Board shall indemnify and save harmless said Occasional Teacher from any and all liability.

### **ARTICLE 33 – USE OF BOARD COURIER & MEETING SPACES**

- 33.01 The Bargaining Unit shall continue to have access to the Board's courier service for communication with its members and with the Board's representatives.
- 33.02 The Board shall provide bulletin board space in every secondary school for use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit.
- 33.03 The Bargaining Unit shall have the right to conduct Union business on the Board's premises, subject to the principal's approval.

### **ARTICLE 34 – PROFESSIONAL DEVELOPMENT DAYS**

- 34.01 The Board shall provide information to the Bargaining Unit about the professional development activities provided by the Board.
- 34.02 Participation or non-participation in a Professional Activity Day which occurs during a Long-Term Occasional Teacher's assignment shall not be considered an interruption in the calculation of a Long-Term Occasional Teacher's assignment.
- 34.03 A Long-Term Occasional Teacher who is scheduled to work where there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled Professional Activity sessions. It is understood that this clause does not apply to the last Professional Activity Day in the school year except where the assignment continues to the next school year or unless the Principal, following consultation with the appropriate Superintendent, requests the Long-Term Occasional Teacher's attendance.
- 34.04 A Short-term Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board or the Union. Requests are to be made to the activity organizer and approval is subject to the activity organizer's discretion.

### **ARTICLE 35 - PANDEMIC**

- 35.01 In the event of a pandemic which impacts upon the Upper Grand District School Board, the parties agree to meet to discuss possible collective agreement changes required to allow for the continued operation of Board/School functions with a reduced staff.

## **ARTICLE 36 – TERM OF AGREEMENT**

- 36.01 This Agreement shall be in effect from and shall continue in force to and including, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 36.02 Notwithstanding Article 36.01, either party may notify the other in writing, between April 1 and thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 36.03 If either party gives notice of its desire to negotiate amendments in accordance with Article 36.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 36.04 No changes can be made to this Agreement without the written mutual consent of the parties.

Dated at Guelph, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2009

On behalf of the Union

On behalf of the Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF INTENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

Occasional Teachers employed by the Board in the Secondary Panel

### RE: PROVISION OF INFORMATION

As part of the continuing implementation of the Board's automated payroll system (SDS system) the Board will provide the following information when available:

- 1) a letter stating the total number of days of short-term and long-term occasional teaching days for the previous school year;
- 2) information on the occurrence of absences among secondary school teachers, including a breakdown of the length of absences.

When available, the above information will be provided to the Bargaining Unit by September 15<sup>th</sup> each year.

Dated at Guelph, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

On behalf of the Union

On behalf of the Board

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## LETTER OF AGREEMENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

Occasional Teachers employed by the Board in the Secondary Panel

The parties agree that:

1. The Board shall pay for the cost of obtaining the Criminal Records Check and/or offence declaration required under Reg. 521/01 for employees currently on staff who were hired prior to April 1, 2002 provided the employee completes the required permission form and authorizes the Board to obtain the CRC.
2. The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation or law are stored in a secure location separate from the employee's personnel file. Access to such records shall be strictly limited to the Superintendent of Human Resources and those staff who must have access to the information in order to search, collect and use the information.
3. The Board shall not release or report to the Ontario College of Teachers any information about an employee obtained pursuant to Regulation 521/01 unless required to do so under another Act or Regulation.

Dated at Guelph, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2009 .

On behalf of the Union

On behalf of the Board

---

---

---

---

---

---

## LETTER OF AGREEMENT

Between

Upper Grand District School Board

and

The Ontario Secondary School Teachers' Federation

Representing District 18

Occasional Teachers employed by the Board in the Secondary Panel

### **Re: Smart Find Express System/Labour Management Committee**

The parties agree that they will continue to work together to discuss issues around the implementation of the Smart Find Express System. Any further discussions shall occur at the Labour Management Committee.

Discussions shall include, but not be limited to:

- reports that may be available from the system
- information provided on the system
- providing reports including place(s) and the number of days worked, subjects willing to teach, schools willing to teach, days of work

The Board will insure the Bargaining Unit has an opportunity to discuss and review any proposed modifications and the protocols of the system, at least once a year and prior to implementation of such changes.

Dated at Guelph, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2009

On behalf of the Union

On behalf of the Board

---

---

---

---

---

---