

**COLLECTIVE AGREEMENT**

**between**

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

**Representing**

**The Secondary Occasional Teachers of District 14, of the Ontario Secondary  
School Teachers' Federation  
Employed by the Board  
(hereinafter called "District 14, OSSTF")**

**and**

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer")**

**1 September 2004**

**to**

**31 August 2008**

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**ARTICLE 1**

**PURPOSE**

- 1.01 It is the desire of the parties to specify within this Collective Agreement the terms and conditions under which Occasional Teachers covered by this Agreement are employed and the salary, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

**ARTICLE 2**

**RECOGNITION**

- 2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every Occasional Teacher who is on the Employer's List of Occasional Teachers who may be assigned to a Secondary school.
- 2.02 The Employer recognizes the negotiating team of District 14, OSSTF as the agent authorized to negotiate on behalf of OSSTF.
- 2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.

**ARTICLE 3**

**DURATION AND RENEWAL**

- 3.01 This Collective Agreement shall be in effect from 01September 2004 and shall continue in force up to and including 31August 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within 90 days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Collective Agreement, in accordance with the Ontario Labour Relations Act.
- 3.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to Clause 3.01 or within such further period as the parties agree upon.
- 3.03 Changes can be made to this Collective Agreement with the mutual written consent of the parties. The OSSTF consent is subject to ratification by its membership.

3.04 This Collective Agreement shall supersede all such prior Collective Agreements between the parties and shall form the basis for the determination of all salaries and other conditions defined herein.

3.05 No Strike or Lock-out

There shall be no strike or lock-out during the term of this Collective Agreement. The terms “strike” and “lock-out” shall be as defined in the *Ontario Labour Relations Act*.

**ARTICLE 4**                    **DEFINITIONS**

4.01 “Occasional Teacher” shall mean an “Occasional Teacher” as defined in the *Education Act* which may be amended from time to time.

4.02 “Long-Term Occasional Teacher” shall mean a teacher who is required to teach for a period of thirteen (13) or more consecutive teaching days as a substitute for the same teacher.

Effective 01 September 2006 amend thirteen (13) days to twelve (12) days. Effective 01 September 2007 amend to eleven (11) days.

4.03 “Casual Occasional Teacher” shall mean an Occasional Teacher who is not a Long-Term Occasional Teacher.

4.04 “List” means a list of all Occasional Teachers holding a current Certificate of Qualification from the Ontario College of Teachers, who have been accepted by the Employer to teach as Occasional Teachers in the Secondary panel.

4.05 “SEMS” shall refer to the Employer’s Substitute Employee Management System.

4.06 “Teaching Days” shall mean Instructional Days and Professional Activity Days for which an Occasional Teacher is requested to attend in the Secondary panel.

## **ARTICLE 5**

## **FEDERATION FEES**

- 5.01 On each pay date for which an Occasional Teacher receives a pay, the Employer shall deduct from each Occasional Teacher the OSSTF dues and any levy chargeable by OSSTF. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 5.02 The OSSTF fees deducted in Clause 5.01 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 were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, and the amounts deducted, and the number of days worked in the period.
- 5.03 Any levy authorized by OSSTF and directed to the Occasional Teacher Branch of District 14, OSSTF shall be deducted and remitted to the Treasurer of District 14, OSSTF 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 list identifying the Occasional Teachers, their S.I.N. numbers, and the amounts deducted, and the number of days worked in the period.
- 5.04 OSSTF and/or the Occasional Teacher Branch of District 14, OSSTF, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and remitted to OSSTF and/or the Occasional Teacher Branch of District 14, OSSTF.
- 5.05 Upon the direction of the local Federation Executive, the Employer agrees to deduct the appropriate levy from Occasional Teachers and submit it to the Local Federation. The Union agrees to provide sixty (60) calendar days notice to the Employer, but such levy will not apply retroactively.

## **ARTICLE 6**

## **RIGHTS AND RESPONSIBILITIES**

### 6.01 Management Rights

Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and OSSTF agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the province of Ontario.

### 6.02 Copies of the Collective Agreement

The Employer shall provide each Occasional Teacher with a copy of the current Collective Agreement at the Employer's expense.

#### 6.02.01

New teachers shall receive a copy of the Collective Agreement from the Employer when they are hired as an Occasional Teacher and placed on the Occasional Teacher list.

### 6.03 Board Policies and Procedures

Copies of new Board Policies and Procedures and updates of current ones shall be forwarded to the President of District 14, OSSTF and the Occasional Teacher President within thirty (30) days of Board approval.

### 6.04 Use of Employer's Premises

The Employer agrees to be cooperative with OSSTF - District 14 about carrying out District 14 business on the Employer's premises provided that no costs are incurred by the Employer. Requests for the use of the Employer's premises shall be made to the Superintendent of Human Resources or designate.

### 6.05 No Discrimination

The parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the OSSTF.

6.06 Retirement Date

Retirement date shall be no later than August 31 following the teacher's sixty-fifth (65) birthday. Notwithstanding the foregoing, the Employer reserves the right to employ an Occasional Teacher beyond the age of sixty-five (65).

**ARTICLE 7** **JUST CAUSE**

7.01 No Occasional Teacher shall be discharged, demoted or disciplined except for just cause. In the event of the discharge of a probationary Occasional Teacher, the single Arbitrator or the Board of Arbitration shall apply a lesser standard than would apply for an Occasional Teacher who has completed the probationary period.

**ARTICLE 8** **REPRESENTATION**

8.01 When a Principal or Supervisor calls an Occasional Teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the Occasional Teacher about the nature of the meeting. In advance for such a meeting the Occasional Teacher will be advised to their entitlement to OSSTF representation.

8.02 Effective 01 September 2006 the Employer shall provide release time at the recognized daily rate for the OSSTF Negotiating Team for the purposes off negotiating a new Collective Agreement. Such time shall be provided for up to three (3) members and not to exceed four (4) instructional days per team member. Such time is at no cost to the Union.

**ARTICLE 9** **TEACHER EVALUATION**

9.01 A Long-Term Occasional Teacher whose assignment is longer than three (3) months may request an evaluation by a Principal. Such a request must be made by the Occasional Teacher no later than ten (10) days prior to the end of the Long-Term Occasional assignment.



**ARTICLE 10**

**PERSONNEL FILE**

- 10.01 An Occasional Teacher, upon written request, shall have access within five (5) regular working days to that teacher's personnel file in the presence of a Supervisory Officer or designate. The teacher shall have the right to obtain copies of any material contained in such files, and to place material in the file in response to any adverse report.
- 10.02 The teacher shall be provided with a copy of any documentation regarding the teacher's performance or conduct that is to be placed in the teacher's file.
- 10.03 Documents of a disciplinary nature contained in the teacher's personnel file, shall be removed upon the request of the Occasional Teacher after three (3) years, provided the Occasional Teacher remains discipline-free during that time.

**ARTICLE 11**

**STATISTICS**

- 11.01 Upon written request, the Employer will provide to District 14, OSSTF, statistical data and information relevant for the negotiation and administration of this Collective Agreement. With regard to any information provided to the District concerning its members, either individually or collectively, District 14, OSSTF, shall save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The District agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.
- 11.02 Effective 31 August 2004, the Employer shall provide the Occasional Teacher Branch President, OSSTF District 14, by September 30 of each year, a letter stating the total number of days of Secondary Occasional Teaching days worked for the Employer during the previous school year.

**ARTICLE 12**

**PROBATIONARY PERIOD**

12.01 An Occasional Teacher shall be considered to be a probationary Occasional Teacher for the first thirty (30) days worked.

**ARTICLE 13**                    **OCCASIONAL TEACHER LIST**

13.01 The Employer will maintain the Occasional Teacher list, acknowledging both the Employer's requirement to staff schools and the Union's need to maximize work for Occasional Teachers. Both the Employer and the Union agree to jointly monitor the List.

13.02 a) There will be a maximum of one hundred and forty (140) Occasional Teachers on the Occasional Teacher List A. If the Superintendent of Human Resources or designate determines that the number of Occasional Teachers available does not meet the needs of the system, additional Occasional Teachers may be added to the list following consultation with the President of the Occasional Teacher Branch of District 14, OSSTF. It is understood that Occasional Teachers on Long-Term assignment, leave of absence, or who have a regular part-time teaching assignment with the school board, will be shown on Occasional List B, and will not be counted as part of the maximum.

b) Occasional Teachers on the List shall commit to be available to teach a minimum of twenty (20) full-time equivalent days in each school year and in a minimum of three (3) of the Board's Secondary schools. It is understood that an Occasional Teacher on the Employer's Elementary and Secondary List shall not be deemed to be unavailable by virtue of accepting an occasional job in the Elementary panel. Notwithstanding, Occasional Teachers on pension who are restricted by statute in relation to maximum number of teaching days, shall not be required to declare their availability beyond the statutory limit.

13.03 An Occasional Teacher's name shall remain on the List from year to year until the Occasional Teacher requests removal in writing, unless removed by the Employer for one of the following reasons:

- a) failure to maintain current Ontario College of Teachers membership and provide the Board with proof of such upon request;
- b) membership is revoked or suspended by the Ontario College

of Teachers;

- c) failure to be available to teach as least twenty (20) full-time equivalent Instructional Days in the preceding school year;
- d) just cause
- e) failure to notify the board pursuant to Article 16.01.d)

- 13.04 No teacher's name shall be removed from the List because of unavailability due to pregnancy, long-term illness, or Federation Leave, provided that the Teacher provides advance notice to the Superintendent of Human Resource Services or designate. Such notice will be submitted in writing or by electronic copy and will include the duration of the unavailability.
- 13.05 An Occasional Teacher may be a member of more than one (1) teachers' bargaining unit.
- 13.06 The Employer shall furnish to District 14, OSSTF, October 1, December 1, February 15, April 1 and June 1 the Occasional Teacher List (s).
- 13.07 All certified Occasional Teachers holding a Certificate of Qualification who are qualified in the subject discipline shall be called for a Casual or Long-Term assignment before calling an unqualified person in a subject discipline.
- 13.08 When an Occasional Teacher is employed on a Letter of Permission, District 14, OSSTF, shall be notified in writing within five (5) working days.
- 13.09 When an Occasional Teacher substitutes for a teacher who is receiving travel allowance, the Occasional Teacher is entitled to the same travel allowance.
- 13.10 An Occasional Teacher shall notify the Human Resources Specialist, Occasional Teachers, in writing, of any change of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding teaching assignments.

**ARTICLE 14**

**WORKING CONDITIONS**

14.01 Casual Occasional Teachers

The amount of instructional time assigned to a casual occasional teacher shall not exceed the maximum Instructional time normally assigned to a full-time teacher.

- 14.02
- a) It is understood that a casual Occasional Teacher may be offered an assignment for less than a full day. Payment for an assignment of less than a full day, shall be pro-rated as per the pro-rating for a regular teacher teaching the same instructional time.
  - b) Each Occasional Teacher shall have a daily scheduled interval between classes for lunch break that is not less than forty (40) consecutive minutes free from regular, supervisory teaching or other assigned duties.
  - c) In the event of the early dismissal of students resulting from emergency conditions, an Occasional Teacher shall be paid for the remainder of the assignment.

14.03 The Employer shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours notice and the Casual Occasional Teacher reports to work, then one-half (1/2) day of other teaching duties will be assigned for which the teacher will be paid.

14.04 A Casual Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided that the Occasional Teacher arrives within a reasonable time of receiving such late request. The Occasional Teacher shall make every effort to inform the school, for which a late-call assignment has been accepted, of the teacher's anticipated arrival time.

14.05 When an Occasional Teacher accepts a pre-determined daily assignment, the Occasional Teacher cannot then cancel out from that assignment within twenty-four (24) hours in advance, in order to accept a different assignment for that same time period.

14.06 Long-Term Occasional Teachers

- a) The salary for a part-time Long-Term Occasional Teacher shall be pro-rated in accordance with Article 26.12 of the District 14 OSSTF Teachers' Bargaining Unit Collective Agreement.
- b) A Long-Term Occasional teacher shall be placed on the current District 14 Secondary Teachers' Salary Grid in accordance with the teacher's recognized teaching experience and Category Placement effective on the thirteenth (13<sup>th</sup>) consecutive day of teaching and retroactive to the first day the teacher began the Long-Term Assignment.

Effective 01 September 2006 amend thirteen (13) days to twelve (12) days. Effective 01 September 2007 amend to eleven (11) days.

- c) The continuous employment of a Long-Term Occasional Teacher shall be deemed to be unbroken in the event of an emergency school closure or inclement weather.
- d) A Long-Term Occasional Teacher who is appointed to a Position of Responsibility, shall be paid the responsibility allowance for the position.

14.07

Termination of Long-Term Occasional Teaching Assignments

In the event that a pre-determined assignment of three (3) or more months is to be terminated prior to the originally scheduled termination date, the teacher will be given three (3) Instructional Days' notice or three (3) days' pay in lieu of notice. Notice or pay in lieu of notice shall not apply in the case of termination for cause or termination within the probationary period. Pay in lieu shall not apply in the case of termination due to exhaustion of Sick Leave.

**ARTICLE 15**

**VACANCIES**

15.01 A centralized job roster which is accessible by telephone will be provided. Information contained in postings for vacant teaching positions and Long-Term Occasional Teaching positions will be recorded and available from the centralized job roster and posted in each Secondary school during the school year. A minimum of three (3) Instructional Days will be given for Occasional Teachers to submit their application.

Effective 01 January 2006, where a known vacancy for a Long Term Occasional position occurs, the Employer will post the vacancy on the employment opportunities section of the Board's website and on the internal email system. A minimum of four (4) business days will be given for Occasional Teachers to submit their applications.

15.02 All qualified and eligible Occasional Teacher applicants who have completed the probationary period shall be granted an interview. However, when there are more than five (5) qualified and eligible Occasional Teacher applicants, principals may short-list to a minimum of five (5) applicants for interview purposes.

15.03 An Occasional Teacher who is currently teaching in a Long-Term assignment that has not concluded by the commencement date of the new Long-Term assignment, shall not be eligible to apply for that Long-Term position.

15.04 Secondary teaching positions

Occasional Teachers currently on the List are permitted to submit applications to permanent contract teacher postings. In the event that there are no successful contract applicants, Occasional Teacher applicants will be considered when the Board considers the applications of external candidates.

## **ARTICLE 16**

## **LEAVES**

16.01 Leaves of Absence

- a) Subject to the approval of the Superintendent of Human Resources or designate, an Occasional Teacher shall be granted a Leave of Absence for more than two (2) weeks, up to and including one (1) school year, provided the Occasional Teacher is not disrupting a Long-Term Occasional Teaching assignment. During the leave, the Occasional Teacher's name shall be noted as on "Employer Approved Leave" on the Secondary Occasional Teacher List.

Unless otherwise requested, the Occasional Teacher's name shall be "reactivated" on the Secondary Occasional Teacher List at the end of the leave.

- b) The Employer shall notify District 14, OSSTF, of all leaves granted and reinstatement of the teachers to the List.
- c) Where Leave is granted to participate in Federation activities, such leave will not constitute a break in continuous teaching days for purposes of qualifying as a Long-Term Occasional Teacher.
- d) In the event an Occasional Teacher is going to be unavailable for a period of two (2) consecutive weeks or more during the school year, written notification or electronic notification must be supplied to the Human Resources Department.

16.02

#### Other Leaves of Absence for Long-Term Occasional Teachers

- a) Bereavement Leave
  - i) Leave of Absence without loss of pay shall be granted to a maximum of three (3) working days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
  - ii) Leave of Absence without loss of pay shall be granted to a teacher to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, or nephew.

iii) At the discretion of the Superintendent of Human Resources, up to two (2) additional working days may be granted to meet exigencies of distance and special circumstances.

b) Quarantine Leave

Quarantine leave without loss of pay shall be granted to a Long-Term Occasional Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

c) Jury or Witness Leave

Leave without loss of pay shall be granted to a Long-Term Occasional Teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, provided that the Long-Term Occasional Teacher pays to the Employer any fee, exclusive of traveling and living expenses, that the teacher receives as a juror or as a witness.

d) Personal Leave

A Long-Term Occasional Teacher may be granted two (2) days leave of absence without pay during the term of the Occasional Teacher's assignment for the purpose of attending to personal needs. Arrangements for such leave shall be made with the Principal.

e) Pregnancy / Parental Leave

An Occasional Teacher shall be granted Pregnancy/Parental Leave in accordance with the "Employment Standards Act" as amended from time to time.

f) Sick Leave

A Long-Term Occasional Teacher shall be credited with one (1) day sick leave on the thirteenth (13<sup>th</sup>) day of the Long-Term Occasional



teaching assignment and an additional one (1) day sick leave on the twentieth (20<sup>th</sup>) day of the assignment. Thereafter, one (1) day additional sick leave shall be credited for each ten (10) days subsequently completed in any Long-Term Occasional assignment within the same school year.

**ARTICLE 17**      **BENEFITS**

- 17.01            Effective the first day of the month following the date of ratification, a Long-Term Occasional Teacher employed for an assignment of three (3) months or more may enrol in the Extended Health Care Plan. Such Occasional Teacher must notify the Human Resources Department of the Board of his/her intention to enrol in the Plan within twenty (20) days of becoming eligible. The Employer will pay 100% of the premium cost for Occasional Teachers who enrol in the plan.
- 17.02            Effective the first day of the month following date of ratification, subject to eligibility requirements established by the carrier, any Occasional Teacher who has been on the Occasional Teachers' List for at least one (1) year may participate in the benefits package contained in Article 8 of the Secondary Teachers' Collective Agreement limited to extended health, vision care, semi-private care and dental benefits, provided the occasional teacher pays 100% of the appropriate annual cost according to procedures determined by the Employer. The Employer reserves the right to establish a separate group for Occasional Teachers with premiums determined on the basis of participants in the group.
- 17.03            Effective 31 August 2004, subject to eligibility requirements established by the carrier, any Occasional Teacher who has been on the Occasional Teachers' List for at least one (1) year may participate in the Employee Assistance Program (EAP), provided the Occasional Teacher participates in either the extended health or dental benefits outlined in b) above and providing the employee pays 100% of the appropriate annual cost according to procedures determined by the Employer.

**ARTICLE 18**      **RATES OF PAY**

- 18.01            All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable

legislation.

18.02 The daily rates of pay shall be as follows:

a) Casual Occasional Teacher - Qualified

<b>Column A</b>	<b>Column B</b>	<b>Column C</b>
Effective Date:	Divisor for Category 1, Year 0 of Teacher Collective Agreement	Daily Rate as calculated from column B
September 1, 2004	1 / 214.5	\$168.28
September 1, 2005	1 / 204.45	\$180.08
September 1, 2006	1 / 204.45	\$183.68
February 1, 2007	1 / 204.45	\$185.52
September 1, 2007	1 / 204.45	\$188.86
February 1, 2008	1 / 204.45	\$191.50

b) A Long-Term Occasional Teacher shall be placed on the current District 14 Secondary Teachers' Salary Grid in accordance with the teacher's recognized teaching experience and category placement effective on the thirteenth (13<sup>th</sup>) consecutive day of teaching and retroactive to the first day the teacher began the Long-Term assignment.

Effective 01 September 2006 amend thirteen (13) days to twelve (12) days. Effective 01 September 2007 amend to eleven (11) days.

18.03 Category Definitions and Teacher Qualifications

The following sections are excerpted from the Collective Agreement of the Secondary Teachers of District 14, OSSTF, with reference to the

Articles quoted:

- a) (Article 6.01) Category definitions shall be those established by the Ontario Secondary School Teachers' Federation as of 31 December 2000. For the purpose of salary categorization, the Employer recognizes the Certification Rating Statement issued by the OSSTF Certification Division. In case of a dispute, the ruling of the OSSTF Certification Appeal Board shall be final. Deviations from the policy which are applicable to District 14, OSSTF, are contained in clauses 6.03 to 6.08.
- b) (Article 6.02) It shall be incumbent upon the teacher to provide documented proof in the form of a Group Rating Statement from OSSTF as to his or her appropriate group classification.
- c) (Article 6.03) All persons teaching on a Letter of Permission will be paid Category 1. A teacher employed with an Interim Certificate of Qualifications shall be placed in the salary group for which the teacher is eligible as determined by a Letter of Evaluation from OSSTF.
- d) (Article 6.05) Changes in qualification which result in a teacher being placed in a higher category shall be effective September 1, provided that:
  - i) the course of study is completed prior to September 1; AND
  - ii) examination(s) are passed; AND
  - iii) the Superintendent of Human Resources receives, from the teacher, written notification by December 31 of that year; AND
  - iv) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resources on or before February 28 of the subsequent year
- e) (Article 6.06) Changes in qualifications which result in a teacher being placed in a higher category shall be effective January 1, provided that:
  - i) the course of study is completed prior to December 31 of the preceding year; AND
  - ii) examination(s) are passed; AND

- iii) the Superintendent of Human Resources receives, from the teacher, written notification by February 28 of the current year; AND
- iv) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resources on or before June 30 of the current year.

Additional Experience

- f) Only full years shall count on the grid
- g) Accumulation of experience for salary purposes shall not exceed ten (10) months credit for the period September 1<sup>st</sup> to August 31<sup>st</sup> inclusive.
- h) Teachers entering the secondary schools from the elementary schools, will have their elementary experience treated as secondary school experience for salary purposes only.

**ARTICLE 19**      **PROFESSIONAL ACTIVITY DAYS**

- a) When a Long-Term Occasional Teacher is requested to be present for a Professional Activity Day, the Occasional Teacher shall be paid for that day provided they participate in the activities for the day and it shall be considered as part of the current assignment.
- b) It is further understood that in the case of a Casual Occasional Teacher, a Professional Activity Day will be considered a non-teaching day, and as such will not constitute a break in continuous teaching days for purposes of qualifying as a Long-Term Occasional Teacher.

**ARTICLE 20**      **LABOUR MANAGEMENT COMMITTEE**

- 20.01      a) During the life of this Collective Agreement up to three (3) representatives of the Executive of the Occasional Teacher Branch

of District 14, OSSTF, and up to three (3) representatives of the Employer may meet to discuss matters of mutual concern. Such meeting(s) shall be established at the request of the President of the Occasional Teacher Branch of District 14, OSSTF, or the Superintendent of Human Resources.

- b) Occasional Teachers who serve as representatives of the Occasional Teacher Branch of District 14, OSSTF on the Labour Management Committee shall be paid the appropriate rate of pay, when required to attend meetings which are called by the Employer and held during regular school hours.

**ARTICLE 21**      **GRIEVANCE PROCEDURE**

21.01              Definitions

- a) A “grievance” is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether or not a matter is arbitrable.
- b) A “party” shall be defined as:
  - i) District 14, OSSTF,
  - ii) The Employer
- c) “days” shall mean regular work days unless otherwise indicated.

21.02              An Occasional Teacher shall have the right to have present a representative from OSSTF to assist the Occasional Teacher at any stage in this Grievance and Arbitration Procedure.

21.03              Procedure

Informal Stage:

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher with the Principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, District 14, OSSTF may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One:

District 14, OSSTF may initiate a written grievance with the Superintendent of Human Resources, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of District 14, OSSTF.

Step Two:

If no settlement is reached at Step One, District 14, OSSTF, may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the OSSTF's Grievance Committee within ten (10) days of receipt of the written request of District 14, OSSTF to discuss and endeavour to solve the problem.

The Employer's Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

21.04 If the reply of the Employer's Grievance Committee is unacceptable to District 14, OSSTF, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

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

21.05 Policy and Group Grievance

District 14, OSSTF has the right to file a Policy Grievance or Group Grievance on behalf of two or more Occasional Teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Employer has the right to file a Policy Grievance. Any Policy or Group Grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that an Employer grievance shall be filed with the President of District 14, OSSTF and at Step Two, the Employer's Grievance Committee shall present its grievance to District 14, OSSTF's Grievance Committee.

21.06

### Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair.

If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any Occasional Teacher or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not majority, the decision of the Chair governs.

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

The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

- 21.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.
- 21.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- 21.09 Should the processing or investigation of a grievance require that a grievor or District 14, OSSTF representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resources or designate.
- 21.10 Cost of Arbitration
- The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Other costs incurred by each party shall be the responsibility of that party.



**LETTER OF UNDERSTANDING**

**between**

**Kawartha Pine Ridge District School Board**

**and**

**The Occasional Ontario Secondary School Teachers' Federation**

**representing**

**District 14, Kawartha Pine Ridge**

**Extra-Curricular Activities**

Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary.

Dated at Peterborough, Ontario this        day of November 2005.

Kawartha Pine Ridge District  
School Board

Occasional Secondary  
Teachers' Federation - District 14

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**LETTER OF UNDERSTANDING**

between

**Kawartha Pine Ridge District School Board**

and

**The Occasional Ontario Secondary School Teachers' Federation**

representing

**District 14, Kawartha Pine Ridge**

**Information for Occasional Teachers upon arriving for an assignment**

The parties agree to establish a joint committee of two (2) representatives of each party to review best practices. Items which may be considered are access to classroom, seating plans, school maps, lesson plans, school code of conduct information, timetables, attendance procedures and any other information that may assist the Occasional teacher to perform his/her duties.

Dated at Peterborough, Ontario this        day of November 2005.

Kawartha Pine Ridge District  
School Board

Occasional Secondary  
Teachers' Federation - District 14

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**LETTER OF UNDERSTANDING**

between

**The Kawartha Pine Ridge District School Board  
(hereinafter called the “Board”)**

and

**Occasional OSSTF, District 14  
(hereinafter called the “Union”)**

**Multiple Subject Instruction Period (MSIP) - Pilot Project**

Whereas the current collective agreement outlines the working conditions in Article 14 of the occasional teachers’, the assignment and pay for occasional teachers who work in MSIP school shall be as follows;

Where the assignment of the regular classroom teacher is more than three (3) periods, the occasional teacher shall be assigned the number of periods assigned to the regular classroom teacher and be paid the full daily rate. For this clause only, payment for part-time teachers will be pro-rated against the assignment of the regular teacher being replaced.

Dated at Peterborough, Ontario this        day of November 2005,

Kawartha Pine Ridge District  
School Board

Occasional Secondary  
Teachers’ Federation - District 14

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**LETTER OF UNDERSTANDING**

between

**The Kawartha Pine Ridge District School Board  
(hereinafter called the “Board”)**

**and**

**Occasional OSSTF, District 14  
(hereinafter called the “Union”)**

**Occasional Teacher List**

During the term of this collective agreement, the parties agree to establish a joint committee of up to three representatives of each party, to examine issues and make recommendations related to the operation of the Occasional Teacher List and employment practices.

The committee may review such matters as:

- Leave of absence
- Hiring and removal from the occasional teacher list
- Employee information as it pertains to the operation of the list

Any such recommendations will be reported to their respective parties.

Dated at Peterborough, Ontario this     day of   November 2005.

Kawartha Pine Ridge District  
School Board

Occasional Secondary  
Teachers’ Federation - District 14

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**LETTER OF UNDERSTANDING**

**between**

**The Kawartha Pine Ridge District School Board  
(hereinafter called the "Board")**

**and**

**Occasional OSSTF, District 14  
(hereinafter called the "Union")**

**Re-opener on Occasional Teacher Salaries**

In accordance with provincial dialogue with OSSTF and the Minister of Education and OPSBA representatives, should the Government provide additional funding specifically for occasional teacher salaries of up to 0.5% above salary levels in each of the 01 September 2006 and 01 September 2007 agreement years the increase shall be implemented as follows:

- a) If the Province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for 01 September 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- b) If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for 1 September 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

Such additional percentage increases (maximum 0.5%) shall be applied to the applicable Teacher Salary grid in the Kawartha Pine Ridge District Secondary School and OSSTF, District 14 Teacher Collective Agreement in clause 5.01.01 for the years commencing 01 September 2006 and 01 September 2007.

Dated at Peterborough, Ontario this        day of November 2005,

Kawartha Pine Ridge District  
School Board

Occasional Secondary  
Teachers' Federation - District 14

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**COLLECTIVE AGREEMENT**

**This Collective Agreement is made this**

**30<sup>th</sup> day of September 2005**

**between**

**Secondary Occasional Teachers of District 14, of the Ontario Secondary School  
Teachers' Federation**

**and**

**The Kawartha Pine Ridge District School Board**

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
President, OSSTF Occasionals,  
Kawartha Pine Ridge Teacher's Local

\_\_\_\_\_  
Director of Education

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Chief Negotiator