

# **COLLECTIVE AGREEMENT**

between

**The Ontario Secondary School Teachers' Federation**  
(hereinafter called the "OSSTF" or "Union")

Representing

The Secondary Occasional Teachers  
of District 4 of the Ontario Secondary School Teachers' Federation  
Employed by the Board  
(hereinafter called the "Bargaining Unit")

and

**The Near North District School Board**  
(hereinafter called the "Employer" or "Board")

**September 1, 2004**

**to**

**August 31, 2008**

## CONTENTS

Article 1	Purpose	Page 3
Article 2	Management's Rights	Page 3
Article 3	Delegation of Responsibility	Page 3
Article 4	Recognition of Negotiating Parties	Page 3
Article 5	Duration and Renewal	Page 4
Article 6	Definitions	Page 5
Article 7	Rights	Page 5
Article 8	Union Security and Check-off	Page 6
Article 9	Job Postings	Page 6
Article 10	Occasional Teacher List	Page 6
Article 11	Calling Procedure	Page 7
Article 12	Category System and Certification for LTO Teachers	Page 8
Article 13	Category System and Experience	Page 9
Article 14	Related Experience	Page 10
Article 15	Salary Schedule	Page 10
Article 16	Method of Pay	Page 14
Article 17	Benefits	Page 15
Article 18	Daily Assignments	Page 15
Article 19	Leaves	Page 16
Article 20	Personnel Files	Page 17
Article 21	Evaluation of Teacher Performance	Page 18
Article 22	Grievance Procedure	Page 18
Article 23	Just Cause	Page 20
Article 24	Probationary Period	Page 21
Article 25	Criminal Record Checks	Page 21
	Letter of Understanding	Page 22
	Signature Page	Page 23

## **ARTICLE #1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish the terms and conditions of employment of all members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances which may arise.
- 1.02 Except for errors, inadvertence or omission, this Collective Agreement shall form the basis for computing all salaries and other conditions.

## **ARTICLE #2 - MANAGEMENT RIGHTS**

- 2.01 The Board retains those management rights not limited by this Collective Agreement.

## **ARTICLE #3 - DELEGATION OF RESPONSIBILITY**

- 3.01 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.
- 3.02 All correspondence and communications between the parties arising out of this Collective Agreement shall pass to and from the Superintendent of Business and to and from the President of the Bargaining Unit.
- 3.03 The parties understand and agree that where reference is made in this Collective Agreement to persons holding positions of responsibility, such reference shall in every case be deemed to include "or his/her designate".
- 3.04 Where the Board requires the attendance of an occasional teacher at a meeting convened during school hours and such occasional teacher has been scheduled for a teaching assignment, the Board shall compensate the teacher at the appropriate daily rate.

## **ARTICLE #4 - RECOGNITION OF NEGOTIATION PARTIES**

- 4.01 The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of its members employed to teach by the Board.
- 4.02 The OSSTF authorizes and the Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the OSSTF.
- 4.03 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 4.04 The Bargaining Unit recognizes the right of the Board to be represented by any duly

appointed advisor, counsel, solicitor, or representatives to assist, advise, or represent the Board in all matters pertaining to the negotiations and administration of this Collective Agreement.

- 4.05** The Bargaining Unit recognizes the obligation of the Board to operate its schools in a manner consistent with the Education Act and the Regulations made thereunder.
- 4.06** The Board agrees that the District 4 Branch Affiliates may hold meetings at the work site outside of the school day provided that the appropriate facilities are available or as part of regularly scheduled staff meetings at schools where that has been past practice. Branch Affiliate meetings during the lunch break must be approved by the Principal or designate. Such approval will not be unreasonably denied.
- 4.07** The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.
- 4.08** A person who is employed as a permanent teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher shall be covered by whichever Collective Agreement is applicable to that teacher at any point in time.
- 4.09** Both parties agree to notify each other, in writing, no later than the first day of each school year of the person(s) who are designates whenever the term "designate" is used in this Agreement. Any changes during the school year shall require either party to give written notice to the other within five (5) working days of the change(s).

#### **ARTICLE #5 - DURATION AND RENEWAL**

- 5.01** This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this agreement, in accordance with the Ontario Labour Relations Act.
- 5.01.01** Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either party may notify the other within the period of 120 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications of this collective agreement.
- 5.02** If either party gives notice of its desire to negotiate amendments in accordance with Article 5.01, the parties shall meet within (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 5.03** No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

- 5.04** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the Labour Relations Act.
- 5.05** Except for errors, inadvertence or omission, the Agreement shall form the basis for computing all salaries and other conditions defined herein. Amendments or deletions to the terms contained herein shall be made by mutual consent of the duly authorized bargaining agents of both parties.

## **ARTICLE #6 - DEFINITIONS**

- 6.01** "occasional teacher" shall bear the meaning given in the *Education Act Section 1 (1.1)*.
- 6.02** "long-term occasional teacher" or LTO teacher means a teacher who is required to teach in the same teaching assignment for a period of fifteen (15) or more consecutive days. It is understood that any Professional Activity day falling in the fifteen (15) day consecutive period will not be considered as a break in consecutive service.
- 6.03** "short-term occasional teacher" means a teacher who is required to teach for a period of fewer than fifteen (15) consecutive and uninterrupted days.
- 6.04** “Qualified” means holding a valid Ontario Teaching Certificate recognized by the Ontario College of Teachers.
- 6.05** “Day” means an instructional day unless otherwise specified.
- 6.06** “Occasional Teacher List" means a list of all teachers who have been accepted by the Board to teach as occasional teachers and shall show names, addresses, telephone numbers, schools in which they are willing to teach in order of preference, subjects they are qualified to teach, subjects they are willing to teach, years of experience, and salary category. An up-to-date Occasional Teacher List shall be sent to the Bargaining Unit and to each school each month. Only the names of qualified teachers shall appear on the list.

## **ARTICLE #7 - RIGHTS**

- 7.01** As part of the hiring process and where practical, the Board shall grant interviews to an occasional teacher who has applied to fill any vacant teaching position for which they are eligible.
- 7.02** Any supervisory personnel preparing a disciplinary document or adverse job-related correspondence about a teacher will ensure that the teacher receives a copy of the document/ correspondence within five (5) working days.
- 7.03** All long-term occasional teachers employed by the Board shall be provided with a copy of this Agreement by the Board at their time of hire. Upon request, a copy of this Agreement will be provided to a short-term occasional teacher.

- 7.04** Within fifteen (15) school days of the date of hire as a long-term occasional teacher, the Board shall provide the occasional teacher with a written list of all outstanding documentation required by the Board and the date the documentation is due.

#### **ARTICLE #8 - UNION SECURITY AND CHECK-OFF**

- 8.01** All qualified occasional teachers hired by the Board shall as a condition of employment maintain their Union membership or join the Union within thirty (30) calendar days after the signing of this Agreement and remain Union members in good standing.
- 8.02** The Board shall deduct for every pay period for which an occasional teacher receives a pay cheque, any fees levied, in accordance with the Union's constitution and/or by-laws and owing to the Union.
- 8.03** Deductions made in accordance with Article 8.02 shall be remitted to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) calendar days of the dues being deducted. Such remittance shall be accompanied by a list identifying the teachers and any information as currently provided.
- 8.04** The Union shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions authorized by the Union.
- 8.05** Dues deducted will be shown on the Employee T4 slips.
- 8.06** There shall be no discrimination, interference, restraint, or coercion exercised upon occasional teachers because of participation in any lawful Union activity.

#### **ARTICLE #9 - JOB POSTINGS**

- 9.01** Postings for all long-term occasional teaching positions shall be posted on the Board's website and, at the same time, shall be sent to all Secondary School Principals for posting in the school and to the Bargaining Unit President.
- 9.02** All long-term occasional postings shall be posted for 3 full schools days and shall include the title of the position, the requisite experience if any, the qualifications required and the starting and ending date.
- 9.03** Within ten (10) school days of being hired as a long-term occasional teacher the Board shall provide a package of materials to be determined by the Board in consultation with OSSTF.

#### **ARTICLE #10 - OCCASIONAL TEACHER LIST**

- 10.01** At the time an occasional teacher is accepted for inclusion on the occasional teacher list, the occasional teacher will select, from among the geographic areas designated by the Board, geographic areas and schools within the geographic areas for which the occasional teacher wishes to be designated on the sub-list for each area.

- 10.02** The occasional teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work.
- 10.03** It is the responsibility of each occasional teacher to notify the Board in writing of any change of address or phone number needed to contact the occasional teacher regarding teaching assignments.
- 10.04** An occasional teacher who, because of illness, pregnancy, adoption of a child, or any other reasons acceptable to the Board, becomes unavailable for an assignment, shall be retained on the Board's occasional teacher list in an inactive status during the period of such unavailability for the remainder of the school year provided that the occasional teacher remains in good standing with The Ontario College of Teachers and makes herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the occasional teacher list. An occasional teacher who becomes unavailable for such reasons shall inform the Board of the date of commencement of a return from the period of unavailability.
- 10.05** Each occasional teacher wishing to be considered for long-term occasional teaching assignments or a permanent position shall indicate such interest in writing to the Manager of Human Resources annually. This information shall be provided to each Secondary School Principal and to the Bargaining Unit President.
- 10.06** **Procedures for Adding to the List**
- 10.06.01** Before being placed on the list an applicant shall have an interview and shall submit all required documentation.
- 10.06.02** A teacher shall be considered available for employment from the date on which the teacher's name was accepted for inclusion on the list.
- 10.06.03** By June 1st of each year, each occasional teacher shall be issued a request for confirmation to be maintained on the List for the following school year. Teachers who wish to have their names maintained on the List shall so confirm in writing by June 30th. Teachers who so confirm are deemed to be available and willing to work and their names shall be maintained on the List.

#### **ARTICLE #11 - CALLING PROCEDURE**

- 11.01** All short-term occasional positions shall be filled by the Principal or designate by the following procedures:
- 11.01.01** Calling those occasional teachers already working in the school on a part-time basis.
- 11.01.02** Calling those occasional teachers on the Occasional Teacher List who are qualified in the required area(s) and expressed an interest in working in the school.
- 11.01.03** Calling other occasional teachers on the occasional teacher List.

**11.02 Call-out Errors**

**11.02.01** If an occasional teacher has been called in error for a half-day assignment and is told less than 24 hours prior to commencing work, the occasional teacher shall be guaranteed appropriate employment for that half-day and shall be paid a half-day's pay.

**11.02.02** If an occasional teacher has been called in error for a full-day assignment and is told less than 24 hours prior to commencing work, the occasional teacher shall be guaranteed appropriate employment for that full day and shall be paid a full day's pay.

**11.03 Late Calls**

**11.03.01** An occasional teacher shall not be considered late for a teaching assignment as a result of a late request to report to such assignment provided that the occasional teacher arrives on or before the time mutually agreed upon by the Board representative and the occasional teacher.

**11.03.02** Except where otherwise indicated by the Board representative, an occasional teacher shall report for duty at least fifteen (15) minutes prior to the commencement of classes.

**11.04 Automated Calling System**

**11.04.01** Prior to the initial implementation of any computerized dispatch system, the Board and Bargaining Unit agree to explore the operation of this system.

**ARTICLE # 12 - CATEGORY SYSTEM AND CERTIFICATION for Long-Term Occasional Teachers**

**12.01** Each teacher's category classification on the salary grid shall be determined by the application of the OSSTF Certification Chart in effect September 1, 1997.

**12.02** New teachers employed by the Board shall submit an OSSTF Certification Rating Statement to the Manager of Human Resources. Until the statement is received, teachers shall be placed on the salary grid at Category 1. Retroactive pay shall be to the first day of employment and in no case will it be prior to the beginning of the current school year.

**12.03** Changes in Category for all other teachers shall be made only after receipt of an OSSTF Certification Rating Statement issued by the OSSTF Certification Department. It is the responsibility of the teacher to present the Certification Rating Statement to the Manager of Human Resources in accordance with the timelines outlined in this article. Retroactive pay shall be limited to the current school year.

**12.04** Changes in category shall be made effective as follows:

**12.04.01** Where courses have been completed prior to the first day of the current school year, a salary change due to a change in category will be made effective as of the first day of the current school year, subject to Article 12.03, provided that the Manager of



Human Resources has received the Category Rating Statement by June 30 of the same school year.

- 12.04.02** Where courses are completed during the school year, a salary change due to a change in category will be made effective as of the date the required course(s) were completed, subject to Article 12.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.
- 12.04.03** The course completion date shall be as provided by the institution offering the course.
- 12.05** If delays in the receipt of the Certification Rating Statement occur which are beyond the control of the teacher and if the teacher provides an OSSTF Certification Department acknowledgement to the Manager of Human Resources prior to June 30, then retro-activity as stated in Article 12.04 will be applied subject to Article 12.03 and 12.06.
- 12.06** Changes in salary, including any appropriate retroactive payment, will be made within three months by the Manager of Finance upon receipt of the Certification Rating Statement to verify the change in category.

### **ARTICLE #13 - CATEGORY SYSTEM AND EXPERIENCE**

- 13.01.01** Teaching experience, for the purpose of placement on the salary grid, shall be all full-time, part-time or long-term occasional teaching experience gained in elementary and/or secondary schools.
- 13.01.02** All teaching experience shall be validated with documentation provided by the teacher to the Manager of Human Resources within 30 school days of the first day worked. Such information shall form part of the materials in Article 7.04.
- 13.01.03** The teacher shall be paid at step 0 of the appropriate category as determined by Article 12 until such time as they provide the required documentation. Upon receipt of the required documentation the Board shall make the necessary adjustment to the date of employment. The maximum period of retroactivity shall be one school year.
- 13.02** Teaching experience for less than a full-time assignment and/or less than a full school year, including long-term occasional teaching experience, shall be recognized as follows:
  - 13.02.01** 0.5 assignment or more, or half school year or more: one full year credit.
  - 13.02.02** less than 0.5 assignments shall accumulate until reaching 0.5, then a full year credit shall be granted.
  - 13.02.03** the teaching experience provision for less than a full year, as stated in this article, shall only be applied to a teacher's salary beginning as of September 1, 1998, and shall not be paid for previous years when another method may have been used. Credit for teaching experience previously granted by a predecessor board will continue to be recognized as calculated by that board.

## **ARTICLE #14 - RELATED EXPERIENCE**

**14.01** As of September 1 each year, one year of related experience will be recognized for one year of grid placement on the basis of the following:

- (a) technical teachers- years of work experience in the trade being taught,
- (b) business teachers- years of work experience in the subject area being taught,
- (c) other experience- years of teaching at a university or community college.

**14.01.01** The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.

**14.01.02** Documentary evidence must be submitted with all applications for related experience allowances. Occasional teachers must apply for related experience within thirty (30) days of receiving an applicable Long-Term Occasional assignment by submitting an application to the Superintendent of Program and Schools.

## **ARTICLE #15 - SALARY SCHEDULE**

**15.01** Occasional teachers shall be paid in accordance with the following salary grids and as outlined below:

**"August 31, 2004"**

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	37,118	38,635	42,627	44,575
1	38,990	40,677	45,031	47,176
2	40,863	42,717	47,438	49,780
3	42,732	44,759	49,841	52,381
4	44,606	46,801	52,247	54,982
5	46,477	48,841	54,650	57,585
6	48,349	50,882	57,055	60,188
7	50,222	52,925	59,462	62,788
8	52,092	54,965	61,865	65,390
9	53,965	57,005	64,270	67,993
10	55,837	59,048	66,674	70,593
11	59,927	63,438	71,735	76,010

**"September 1,  
2004"**

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	37,860	39,408	43,479	45,467
1	39,770	41,490	45,932	48,120
2	41,680	43,572	48,386	50,775
3	43,587	45,654	50,838	53,429
4	45,498	47,737	53,291	56,082
5	47,407	49,818	55,743	58,737
6	49,316	51,900	58,196	61,392
7	51,226	53,983	60,651	64,044
8	53,134	56,065	63,102	66,698
9	55,044	58,145	65,556	69,353
10	56,953	60,229	68,007	72,005
11	61,125	64,706	73,170	77,530

**"September 1,  
2005"**

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	38,617	40,196	44,349	46,376
1	40,565	42,320	46,851	49,082
2	42,513	44,443	49,354	51,791
3	44,459	46,567	51,855	54,497
4	46,408	48,691	54,357	57,204
5	48,355	50,815	56,858	59,911
6	50,302	52,938	59,360	62,620
7	52,251	55,063	61,864	65,325
8	54,196	57,186	64,364	68,032
9	56,145	59,308	66,867	70,740
10	58,092	61,433	69,367	73,445
11	62,348	66,000	74,633	79,081

**"September 1,  
2006"**

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	39,390	41,000	45,236	47,304
1	41,376	43,166	47,788	50,064
2	43,364	45,332	50,341	52,827
3	45,348	47,499	52,892	55,587
4	47,337	49,665	55,444	58,348
5	49,322	51,831	57,995	61,109
6	51,308	53,996	60,548	63,872
7	53,296	56,164	63,101	66,632
8	55,280	58,330	65,652	69,392
9	57,268	60,494	68,204	72,155
10	59,254	62,662	70,755	74,914
11	63,595	67,320	76,126	80,663

**"February 1,  
2007"**

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	39,784	41,410	45,688	47,777
1	41,790	43,598	48,265	50,565
2	43,797	45,785	50,845	53,355
3	45,801	47,974	53,421	56,143
4	47,810	50,162	55,999	58,931
5	49,815	52,349	58,575	61,721
6	51,821	54,536	61,153	64,511
7	53,829	56,726	63,732	67,298
8	55,833	58,913	66,308	70,086
9	57,840	61,099	68,886	72,876
10	59,847	63,289	71,462	75,663
11	64,231	67,994	76,887	81,469

**"September 1,  
2007"**

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	40,500	42,155	46,511	48,637
1	42,542	44,383	49,134	51,475
2	44,586	46,609	51,760	54,315
3	46,626	48,837	54,382	57,154
4	48,671	51,065	57,007	59,992
5	50,712	53,291	59,629	62,832
6	52,754	55,518	62,254	65,672
7	54,798	57,747	64,879	68,509
8	56,838	59,973	67,502	71,348
9	58,882	62,199	70,126	74,188
10	60,924	64,428	72,749	77,025
11	65,387	69,218	78,271	82,936

**"February 1,  
2008"**

STEP	CAT. 1	CAT. 2	CAT. 3	CAT. 4
YEAR				
0	41,067	42,745	47,162	49,317
1	43,138	45,004	49,822	52,196
2	45,210	47,262	52,485	55,076
3	47,279	49,521	55,144	57,954
4	49,352	51,780	57,805	60,832
5	51,422	54,038	60,464	63,711
6	53,493	56,295	63,125	66,591
7	55,565	58,555	65,788	69,468
8	57,634	60,813	68,447	72,346
9	59,706	63,070	71,108	75,227
10	61,777	65,330	73,767	78,104
11	66,302	70,187	79,367	84,097

**15.01.01** A short-term occasional teacher shall be paid a per diem rate 1/194th of category

one minimum, which includes vacation allowance of four percent.

- 15.01.02** A long-term occasional teacher shall be paid at a per diem rate 1/194th of his/her grid placement, which includes vacation allowance of four percent.
- 15.02** Should an occasional teacher replace a teacher for a period of fifteen (15) or more consecutive days that teacher shall be paid retroactively at the rate of a long-term occasional teacher.
- 15.03** A long-term occasional teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity.
- 15.04** A short-term occasional teacher may attend a Professional Activity Day or any other in-service program on a voluntary basis without pay and with the approval of the Superintendent of Program and Schools. Any fees charged for an in-service program will be paid by the occasional teacher.
- 15.05** Occasional teachers shall accrue teaching experience towards an additional increment. The teacher shall be placed on the next grid step when the experience is 0.5 or more. Experience is recognized at September 1<sup>st</sup> or the beginning of the first long-term assignment of each school year.
- 15.06** In the event that a Short-Term Occasional teacher is employed for less than four (4) periods in a day, then the rate of pay for that Teacher as described in Article 15.01.01 shall be multiplied by P/4 where P is the number of teaching periods assigned to the Teacher. When a fourth teaching period is not available, the principal shall assign an alternate supervisory duty for that period.
- 15.07** The occasional teacher who accepts a full-day teaching assignment with the Board is provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day.
- 15.08** In the event that a long-term occasional teacher is employed on a part-time basis, then the rate of pay for that teacher shall be based on the workload per semester and be pro-rated as per Article 20 of the Collective Agreement between the OSSTF District 4 Teachers' Bargaining Unit and the Near North District School Board and then calculated on a per diem basis as described in Article 15.01.02.

## **ARTICLE #16 - METHOD OF PAY**

- 16.01** Occasional teachers shall be paid bi-weekly on every second Friday, with a two-week salary holdback.
- 16.01.02** The payment shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the employee portal which can be printed by the employee. In addition, upon written request by the employee, the Board shall provide to the employee a written copy of the payment information maintained in the employee portal.

**16.01.02** Benefit plan contributions and deductions are provided on the pay statement with each pay which is available electronically in the employee portal.

**16.02.01** Errors in pay creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the Teacher may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall a teacher have monies deducted by the Board in conjunction with this article without first advising the teacher.

**16.02.02** Errors in pay creating an underpayment shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay.

#### **ARTICLE #17 - BENEFITS**

**17.01** A long-term occasional teacher, teaching one semester or more, may participate in the employee Benefit Plan, exclusive of the Long-term Disability Plan. They shall receive a pro-rated proportion of the annual board contributions detailed below towards the Employee Benefit Plan:

effective September 1, 2004: \$2,100,  
effective September 1, 2005: \$2,200,  
effective September 1, 2006: \$2,350,  
effective September 1, 2007: \$2,500.

**17.02** Subject to the approval of the carrier, the long-term occasional teachers referenced in Article 17.01 shall be part of the experience pool for benefits as the teachers who are members of the OSSTF District 4 Teachers' Bargaining Unit.

#### **ARTICLE #18 - DAILY ASSIGNMENTS**

**18.01** The continuous employment of a long-term occasional teacher shall be deemed to be unbroken in the event of emergency school closure.

**18.02** In the event of early dismissal of students resulting from emergency conditions, an occasional teacher shall receive full salary (pro-rated for occasional teachers assigned for part of a day) for the balance of the school day.

**18.03** Within ten school days of being hired, long-term occasional teachers shall receive a letter which includes a statement of the duration of their assignment.

**18.04** In the event that the duration of a long-term occasional teaching assignment changes, the Board shall endeavour to give five (5) days notice of such a change to the occasional teacher. If this notice is not given the occasional teacher may be paid

for five (5) days in lieu of notice.

## **ARTICLE #19 - LEAVES**

- 19.01** All items in Article 19 shall apply solely to long-term occasional teachers and any reference to "teacher" in this Article is to be interpreted as meaning a long-term occasional teacher.
- 19.02.01** Each teacher shall be entitled to one (1) day of sick leave credit (pro-rated for part-time employment) for every ten (10) days of teaching time.
- 19.02.02** All sick leave accumulated will be credited if the teacher subsequently obtains another long-term assignment or a permanent teaching position with the Board and there has been no break in employment that exceeds sixty (60) days.
- 19.02.03** A maximum of 5 days sick leave may be accumulated and used in the next school year for periods during which the teacher has long-term assignments.
- 19.03** The Board may require a certificate from a qualified medical or dental practitioner of the Board's choice for absences greater than five (5) days. The cost of such a certificate shall be paid by the Board.
- 19.04** Any leave of absence requested by a Teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:
- 19.04.01** where a teacher is writing examinations and:
- 19.04.01.01** the examination is written in conjunction with improvement of qualifications or professional standing, and
- 19.04.01.02** the examination is written during the school day, or
- 19.04.01.03** the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.
- 19.04.02** where a teacher is attending his/her own graduation exercises or the graduation (grade 8, secondary or post-secondary) of his/her spouse, son, daughter or parent and;
- 19.04.02.01** the exercises occur during the instructional day, or
- 19.04.02.02** the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the graduation location.
- 19.04.03** for absence occasioned by the birth or adoption of a son/daughter, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one (1) day;
- 19.04.04** where a teacher is attending the funeral of a member of the family:
- 19.04.04.01** in the case of immediate family as defined below, a leave of absence without deduction



of salary or sick leave credit up to a maximum of five (5) days.

**19.04.04.02** in the case of a member outside the immediate family as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY: Parents, parents-in-law, spouse, children, brothers, sisters, grandparents. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave, subject to approval of the Superintendent of Business. Spouse shall have the meaning as defined in the Education Act Section 1.0.1.

**19.04.05** A teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that he/she receives as a juror or witness.

**19.04.06** A leave may be granted, at the discretion of the Superintendent of Business or designate, without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family shall be defined as per Article 19.04.04.02. It is to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.

**19.04.07** Each teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the Medical Authorities.

**19.05** Any leave of absence without pay of 3 days or less requested by a teacher that is not covered elsewhere in this article may be granted by the Principal. Leaves of more than 3 days may be recommended by the Principal and may be granted by the Superintendent of Business and shall be without pay.

**19.06** Under the Workers' Compensation Act, this Board provides protection for its teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative leave sick plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the teacher shall receive only the compensation award.

## **ARTICLE #20 - PERSONNEL FILES**

**20.01** The personnel file respecting a teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the teacher and/or a person authorized in writing to act on the teacher's behalf for inspection in the presence of a Board Human Resources staff member at any reasonable time during the regular working hours of the department.

**20.02** The teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.

- 20.03.01** If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in Article #21, the Board shall, within twenty school days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm, amend or remove the information.
- 20.03.02** Where the Board amends or removes information as outlined in this article, the Board shall notify the teacher within 7 days of such changes and, at the request of the teacher notify all persons who received a report based on the prior information.
- 20.04** A teacher may place comments on any materials kept on file pertaining to the teacher.
- 20.05** No later than four (4) years after the date of issue, or less at the discretion of the Director, any disciplinary documents or adverse job-related correspondence contained within a teacher's personnel records and files shall be removed and returned to the teacher unless further disciplinary action has occurred for the same or similar offense within that period. This does not apply to documents or correspondence which the Board is required to retain by law. These will be kept in a sealed envelope separate from the teacher's files and will only be opened when the Board is required by law to open them.

## **ARTICLE #21 - EVALUATION OF TEACHER PERFORMANCE**

- 21.01** The Board recognizes that Teacher Performance Appraisal shall be conducted in accordance with the Board's Policies and Procedures. The Board shall consult with the Bargaining Unit prior to making changes to the Board's Policies and Procedures with respect to Teacher Performance Appraisal.

## **ARTICLE #22 - GRIEVANCE PROCEDURE**

### **22.01 Definitions**

- 22.01.01** A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- 22.01.02** "Grievor" shall be defined as:
- i) the Bargaining Unit
  - ii) the Board.
- 22.01.03** "Statement of Grievance" shall be in writing and shall include the name of the teacher, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this Agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.
- 22.01.04** The "Grievance Committee" shall consist of:

- 2 trustees of the Board
- 2 members of the Bargaining Unit to be named by the Bargaining Unit;
- 1 member of the Board administrative staff.

**22.02** A representative of OSSTF shall be present to assist the teacher at any stage of this grievance and arbitration procedure.

**22.03.01** If a teacher, with the concurrence of the Bargaining Unit, wishes to initiate a complaint the procedure will start at Step I. If the grievor is the Bargaining Unit, the procedure may begin at Step I or Step II (i). If the grievor is the Board, the procedure will begin at Step II (i).

**22.03.02** Step I (i) The teacher and the Bargaining Unit representative will discuss the complaint with the appropriate Principal.

Step I (ii) The Principal shall attempt to resolve the matter informally within 5 school days of the initial discussion. The Principal shall answer the complaint in writing.

Step I (iii) If the reply of the Principal is not acceptable to the Bargaining Unit, the Bargaining Unit may, within ten (10) school days, refer the complaint to the Superintendent of Business.

**22.03.03** Step II (i) The Superintendent of Business shall attempt to resolve the grievance within 10 school days of referral. Failing settlement within the 10 school days mentioned, the Superintendent of Business shall immediately advise the grievor to prepare a Statement of Grievance.

Step II (ii) Within 10 school days of this advice the grievor shall send copies of the Statement of Grievance to the Superintendent of Business and the Bargaining Unit.

**22.03.04** Step III (i) The Grievance Committee shall meet within 20 school days of the receipt of the Statement of Grievance by the Superintendent of Business. The committee shall review the dispute and attempt to resolve the grievance.

Step III (ii) If the Grievance Committee is unable to reach a decision within 5 school days of its initial meeting it shall declare an impasse.

**22.03.05** Step IV (i) After declaring an impasse, the Grievance Committee shall remain constituted. The grievor, within 10 school days of the declaration of the impasse, shall give written notice of intention to submit the grievance to binding arbitration to the Superintendent of Business. The latter shall convene the Committee within 10 school days of receipt of notice to submit to arbitration.

Step IV (ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within 10 school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.

Step IV (iii) The decision of the arbitrator shall be binding on all parties.

**22.04** The cost of the arbitrator under Article 22.03.05 shall be shared equally by the Board and

- the Bargaining Unit.
- 22.05** Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances. Failure of a griever to adhere to the time limits (as stated or extended by agreement) shall be deemed to be an abandonment of the grievance.
- 22.06** Failure of the Principal, the Supervisory Officer, or the Grievance Committee to adhere to the time limits shall be deemed to be failure of settlement, and the griever may proceed to the next step in the grievance procedure.
- 22.07** A grievance in which the Board is the griever may be referred directly to the Grievance Committee under Step III provided such reference is made within 20 school days of the occurrence giving rise to the complaint by the Board. Any such reference shall be preceded by discussion between representatives of the Board and Bargaining Unit. Notice for such discussion shall be given to the Bargaining Unit 10 school days prior to the meeting of the Grievance Committee.
- 22.08** **Grievance Mediation**
- 22.08.01** At any stage in the grievance procedure, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- 22.08.02** The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- 22.09.01** Parties have the right to be protected from repetitious grievances which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.
- 22.09.02** No action of any kind shall be taken against any person because of participation in the grievance or arbitration procedures under this Agreement. The fact that a grievance is raised by a member of the Bargaining Unit, regardless of the ultimate disposition, shall not be recorded in the teacher's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

## **ARTICLE #23 - JUST CAUSE**

- 23.01** A Long Term Occasional teacher under contract shall not be disciplined, dismissed, demoted, or suspended without just and sufficient cause.
- 23.02** If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a reprimand, suspension, dismissal or any other form of discipline, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present. If the

teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present no later than 48 hours.

#### **ARTICLE #24 - PROBATIONARY PERIOD**

**24.01** All newly hired long-term occasional teachers shall serve a probationary period of thirty (30) school days. For the purposes of just cause, a lower standard (procedural fairness) may be applied for occasional teachers.

#### **ARTICLE #25 - CRIMINAL BACKGROUND CHECKS**

**25.01** The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Business and/or designate and the teacher and/or designate.

LETTER OF UNDERSTANDING  
between  
THE NEAR NORTH DISTRICT SCHOOL BOARD  
and  
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
representing  
SECONDARY SCHOOL TEACHERS OF THE NEAR NORTH DISTRICT 4

WHEREAS, Article 10.06.01 of this Collective Agreement establishes that an interview shall be a requirement of being added to the Occasional Teacher list, and Article 10.06.03 establishes that in order to remain on the list, a teacher must confirm in writing by June 30<sup>th</sup>.

and

WHEREAS, these practices have not been implemented prior to ratification of this Collective Agreement,

the Board hereby gives notice that all Occasional Teachers who are on the Occasional Teacher list effective June 30<sup>th</sup>, shall not be subject to the provisions of Article 10.06.01. Any teacher who wishes to be added to the list after June 30<sup>th</sup>, 2005 shall be subject to Article 10.06.01.

If a teacher who is on the Occasional Teacher list effective June 30<sup>th</sup>, 2005 does not conform to the provisions of Article 10.06.03, their name will be removed. To be placed back on the list that teacher will be subject to the provisions of Article 10.06.01.

The parties agree that this Letter of Agreement is grievable and arbitrable.

Dated at Parry Sound, Ontario, this 13<sup>th</sup> day of June 2005,

FOR THE BOARD

FOR THE UNION

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SIGNATURE PAGE

AGREEMENT  
BETWEEN  
THE NEAR NORTH DISTRICT SCHOOL BOARD  
AND  
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
DISTRICT 4  
OCCASIONAL TEACHERS' BARGAINING UNIT

For the Board:

\_\_\_\_\_  
Superintendent of Business

\_\_\_\_\_  
Superintendent of Program and Schools

\_\_\_\_\_  
Manager of Human Resources

\_\_\_\_\_  
Trustee

For OSSTF:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Collective Bargaining Committee member

Dated at, North Bay this 1<sup>st</sup> day of October, 2005