

**Collective Agreement**

**Between**

***THE RAINY RIVER DISTRICT SCHOOL BOARD***

**and**

***THE RAINY RIVER DISTRICT OF OSSTF  
(DISTRICT 5B)  
OCCASIONAL TEACHERS***

EFFECTIVE September 1, 2019 TO August 31, 2022

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**(see PART A at the front of the OSSTF Teacher Agreement)**

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## **OSSTF-OT – PART B**

### **ARTICLE L1.00 - PURPOSE**

- L1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.
- L1.02 Amendments (deletions, additions or substitutions) to the clauses herein may be made during the term of this Agreement only by the mutual consent of the parties in writing.

### **ARTICLE L2.00 – SCOPE AND RECOGNITION**

- L2.01 An Occasional Teacher may be a member of more than one teachers' bargaining unit.
- L2.02 Part-time Permanent Teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this agreement in respect of such Occasional Teaching employment.
- L2.03 The Board recognizes the Ontario Secondary Teachers' Federation as the exclusive bargaining agent authorized to negotiate on behalf of the secondary Occasional Teachers employed by the Rainy River District School Board.
- L2.04 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L2.05 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L2.06 The Union has the right to authorize a person or persons to act on its behalf or on behalf of its members.
- L2.07 The Union has all rights which are specified in this Agreement and retains all rights granted by law. The Board retains all rights except as those rights as limited by this agreement.

### **ARTICLE L3.00 - DEFINITIONS**

- L3.01 Occasional Teacher shall bear the meaning given in the Education Act, as amended from time to time and for the purpose of this agreement shall be referred to as "Teacher."
- L3.02 "Long Term Occasional Teacher" means a teacher who is required to teach for a period of more than ten (10) consecutive teaching days in the same teaching assignment.

- L3.03 “Short Term Occasional Teacher” means a teacher who is required to teach for a period of ten (10) or fewer teaching days.
- L3.04 Interruption of Long Term Assignment - A break in the assignment due to the sickness, bereavement leave, Federation commitments of a duly elected officer of the Bargaining Unit, emergency school closure, Board business or a professional activity day shall not interrupt the continuance of the assignment.
- L3.05 Occasional Teacher List shall consist of qualified teachers who have been approved and accepted by the Board to teach as Occasional Teachers.
- L3.06 Qualified Occasional Teacher means a person who holds a valid Ontario Teacher Certificate and is a member of Ontario College of Teachers.
- L3.07 Union means the Ontario Secondary School Teachers’ Federation, Rainy River District Occasional Teachers.
- L3.08 Board shall mean the Rainy River District School Board.

#### **ARTICLE L4.00 - REPRESENTATION**

- L4.01 The Board recognizes the right of the Union to represent a member at a meeting where discipline is to be imposed or where an allegation of misconduct is being investigated. The Board will inform the teacher that he/she has the right to have a Union representative present. If the teacher elects to have Union representation, no discussion of the issue will take place until the Union representative is present in a timely fashion.

#### **ARTICLE L5.00 - MANAGEMENT RIGHTS**

- L5.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration except as specifically modified by a provision of this Agreement.
- L5.02 Without limiting the generality of the foregoing, the Board’s rights shall include the following, subject to the provisions in this Collective Agreement:
- (a) the right to hire, assign, evaluate, transfer, classify, and to determine personnel requirements;
  - (b) the right to determine the number of Employees to be employed, including the qualifications, duties and responsibilities of the Employees ,the hours of work, the work year;
  - (c) the right to select persons for employment and the right to select individuals to be on the Occasional Teacher list, and to determine job functions;
  - (d) the right to make, change and enforce reasonable rules and regulations.

L5.03 The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

#### **ARTICLE L6.00 - FEDERATION RELEASE/UNION BUSINESS**

L6.01 At the request of the District President, designated members of the Occasional Teacher Bargaining Unit shall be released from teaching duties for the purpose of negotiations and/or contract administration or for the purpose of Union business to a maximum of 20 days in a school year for the bargaining unit (30 days in a bargaining year).

L6.02 Such a leave for Union business shall not constitute a break in continuous service.

L6.03 In such cases the Bargaining Unit is responsible for payment of salary.

(i) The person(s) named shall be treated for all purposes, including but not limited to payment of salary, benefits, and the accumulation of sick leave and teaching experience, as if employed as an occasional teacher on such days.

(ii) Upon communication from the Bargaining Unit, the Board shall administer such payment and shall be reimbursed by the Bargaining Unit.

#### **ARTICLE L7.00 - UNION DUES AND ASSESSMENTS**

L7.01 The Board and the Teachers shall abide by the Education Act, its Regulations and the Ontario Labour Relations Act.

L7.02 On each pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit.

L7.03 The amounts shall be determined by the OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) calendar days prior to the expected date of change. Any change in the amounts to be deducted will not be proposed by the union to its members without prior verification of feasibility with the Board. Such verification of feasibility will not be unreasonably withheld.

L7.04 The OSSTF dues deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3, no later than the end of the month following the date on which the deductions were made.

L7.05 Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers (SIN), year to date earnings and the amounts deducted.

L7.06 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted to the Treasurer of OSSTF District 5B, Rainy River District Occasional Teacher Bargaining Unit,

District 5B Bargaining Unit no later than the end of the month following the date on which the deductions were made.

- L7.07 Such remittance shall be accompanied by a list identifying the employees and the amounts deducted. The Board will provide this information in electronic form.
- L7.08 The OSSTF and/or the Bargaining Unit, 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 the OSSTF and/or the Bargaining Unit.
- L7.09 The Bargaining Unit agrees to execute such directions as may be necessary to authorize such deductions.

#### **ARTICLE L8.00 - STRIKES AND LOCKOUTS**

- L8.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of the agreement. Lockout and strike shall be defined in the Labour Relations Act.

#### **ARTICLE L9.00 - RIGHTS AND RESPONSIBILITIES**

- L9.01 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement.
- L9.02
- (a) Only Supervisory Officers, Secondary Principals and Vice-principals shall evaluate an Occasional Teacher's competence.
  - (b) The Occasional Teacher shall be given at least one school day's prior notice of any classroom evaluation.
  - (c) A pre-evaluation meeting shall be held between the evaluator and the Occasional Teacher.
  - (d) Any evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator within ten (10) days of the date of the evaluation, with a copy to the Occasional Teacher.
- L9.03
- (a) No Occasional Teacher who has worked fifteen (15) teaching days or more in one teaching assignment shall be dismissed or disciplined without just cause. In the event of a disciplinary action or dismissal, the Occasional Teacher shall be given the reasons in writing. A copy of the letter will be provided to the Union.
  - (b) Prior to the imposition of any of the actions listed in (a), there shall be a meeting held between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have the right to have a representative of the Union present. Should the Board fail to hold such a meeting, any of the actions listed in (a) which the Board may have decided to impose shall be null and void.

## **ARTICLE L10.00 - ACCESS TO INFORMATION IN FILES**

- L10.01 The Board agrees to abide by the provisions of The Freedom of Information and Protection of Privacy Act.
- L10.02 Employees shall have access to their personnel file, kept by the Human Resources Department, and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.
- L10.03 At the teacher's request to the Executive Officer of Employee and Labour Relations or their designate, documents contained in the occasional teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file at the later of 2 years or 100 days worked for the board as an occasional teacher from the date of issue unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions of four days or greater, and those related to harassment or violence, physical, emotional or psychological harm to students or other employees of the Board, will remain in a teacher's file.

## **ARTICLE L11.00 - CORRESPONDENCE**

- L11.01 Interpretations of language within this Collective Agreement or other matters arising from this Collective Agreement shall be discussed and dealt with through the Employee Relations Committee, or directly through the Director of Education and the President of the Union or designate.

## **ARTICLE L12.00 - COLLECTIVE AGREEMENT COPIES**

- L12.01 A copy of the current collective agreement will be made available electronically. An occasional Teacher may request a paper copy of the collective agreement.
- L12.02 The Board shall provide an electronic copy of the current collective agreement to the Principal of each secondary school under the jurisdiction of the Board.

## **ARTICLE L13.00 - OCCASIONAL TEACHER LIST**

- L13.01 The list shall provide the following information for each Occasional Teacher: full name, address, telephone number, subjects that the Occasional Teacher is qualified to teach and other information relevant to availability to work.
- L13.02 Occasional Teachers shall notify the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

L13.03 The Board Agrees to notify the Bargaining Unit in writing of each hiring and termination/resignation of an Occasional Teacher and to attempt to keep the list current so that the list contains only the names of those Occasional Teachers actively seeking assignments.

In the event that an occasional teacher has not worked for (2) entire school years, the Board will remove the Occasional Teacher from the list. The Board maintains its right to provide an extension to the (2) years time period under unique circumstances

Occasional teachers that accept full time permanent employment with the Board will be removed from the list.

L13.04 An electronic copy of the Occasional teacher list will be provided to the union President on a monthly basis.

L13.05 On or before September 30<sup>th</sup>, a copy of the Occasional Teacher list will be available online.

#### **ARTICLE L14.00 - CALLING OF OCCASIONAL TEACHERS**

L14.01 The Principal or Designate shall be responsible for contacting Occasional Teachers, which may be through an electronic dispatch system.

#### **ARTICLE L15 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE**

L15.01 An Occasional Teacher who is called for a full day or part day assignment, who reports, and who finds that his/her services are not required shall be paid for the assignment provided that the Occasional Teacher accepts other professional duties as assigned by the principal or designate

L15.02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he or she arrives within a reasonable time of receiving such late request.

L15.03 In the event of an emergency closure of school or early dismissal for emergency reasons, Occasional Teachers will be paid for their prearranged assignment.

L15.04 The Board shall give a minimum of three (3) hours notice of cancellation of any pre-arranged assignment. Should cancellations of a pre-arranged assignment occur without three hours notice, the Board shall pay the Occasional Teacher for that assignment in accordance with Articles L15.01.

L15.05 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.



**ARTICLE L16.00 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS**

- L16.01 The Board will post all LTO positions as per recognized posting procedures.
- L16.01(a) The Board will recognize a vacancy as an LTO position where the vacancy is for more than ten (10) consecutive teaching days. Any vacancy that is known in advance to be an LTO position shall be posted as soon as reasonably possible following the time when the position was identified as an LTO position.
- For absences with short notice that are, or later become an LTO position, the Board shall make every effort to complete the posting process as soon as possible.
- L16.01 (b) The Board may temporarily fill an LTO vacancy in cases where an LTO position cannot reasonably be posted in time to fill the vacancy, or where the Board is unaware that the vacancy may extend past ten (10) consecutive teaching days.
- L16.01 (c) The Board shall temporarily fill the initial position with the most senior member possessing the required qualifications for that vacancy.
- L16.01 (d) Once temporarily filled positions are known to be an LTO, the Board will post the position.
- L16.02 If the successful applicant for a posted position is not on the Occasional Teacher List, his/her name will be added to the list.
- L16.03 For all LTO and FTE postings, the principal shall provide a draft timetable upon request by any potential applicant. The OSSTF may request a draft timetable from the principal as well and the request shall not be unreasonably denied. It is understood that the timetable provided is subject to change and therefore not binding on the principal.
- L16.04 The posting for an LTO or FTE assignment for which an OT member may apply shall state the required qualifications in respect of the draft timetable.

**ARTICLE L17.00 - CHANGES IN ORGANIZATION AND METHODS**

- L17.01 The Board agrees to notify the District President in writing, and seek input, prior to making any major changes to any policy which directly affects Occasional Teachers.

**ARTICLE L18.00 - SALARY**

L18.01 The Board shall pay rates of remuneration in accordance with the following:

a)

	<b>Aug. 31, 2019</b> 0.5% Increase	<b>Sept. 1, 2019</b> 1% Increase	<b>Sept. 1, 2020</b> 1% Increase	<b>Sept. 1, 2021</b> 1% Increase
<b>Daily Rate</b>	\$228.63	\$230.92	\$233.23	\$235.56
<b>Vacation Pay</b>	\$9.15	\$9.24	\$9.33	\$9.42
<b>Total Daily Rate</b>	\$237.78	\$240.15	\$242.55	\$244.98

b) A Long Term Occasional Teacher shall be placed on the OSSTF Teacher salary grid in accordance with the teacher’s recognized teaching experience and category placement on completion of ten (10) consecutive days of teaching in one assignment and retroactive to the first day the teacher began the assignment. In addition, long term occasional teaching experience earned after January 1, 1998, shall be recognized as teaching experience and shall be calculated into the experience placement. It shall be the responsibility of the Occasional Teacher to provide the Board with all relevant statements of teaching experience. Experience will be calculated once in a school year. In no case shall a teacher receive more than one full year’s credit for a combination of teaching experience within one school year.

If proof is submitted that the Teacher was so qualified prior to the first day of the school year, the Teacher’s salary shall be adjusted as of the first day of the school year. If the Teacher becomes qualified after the first day of the school year, and receipt of the proof of qualifications is received prior to the start of the next school year, the Teacher’s salary shall be adjusted effective to the date of completion of the course. If the Teacher provides proof of QECO rating for the first time prior to the start of the next school year, salary shall be retroactively adjusted effective to the start date of the assignment in the completed school year.

c) All rates are deemed to include vacation pay, and statutory holiday pay. Effective September 2003 the daily rate for Long Term Occasional Teacher assignments will be calculated by dividing the annual salary by 194.

L18.02 The daily Occasional Teacher remuneration shall be determined either by a half day or full day workload.

L18.03 Occasional Teachers shall be paid for all work completed between the first of the month and the 15<sup>th</sup> of the month on the last day of the month. For all work

completed from the 16<sup>th</sup> of the month until the last day of the month, Occasional Teachers shall be paid on the 15<sup>th</sup> of the following month. Should any pay date fall on a weekend or holiday, payment will be made on the last business day prior to that date.

L18.04 For the purpose of reporting work hours for Employment Insurance, the employer shall record each full day of work as eight (8) hours worked.

#### **ARTICLE L19.00 - WORKING CONDITIONS**

L19.01 The Principal shall provide upon request the following in-school information to Occasional Teachers: a timetable for the Occasional Teacher's assignment (including supervision periods); a schedule identifying period times; an up-to-date class list; an outline of the school day (including opening procedures, washroom procedures); fire drill and emergency procedures; written information on school discipline procedures; information on access to equipment and sources of assistance; a list of students with special or other needs; a list of students in special in-school support programs, including their timetables; or any other pertinent information. Keys to the rooms in which the Occasional Teacher will be teaching shall be provided. The Principal shall ensure that, to the extent possible, lesson plans and required teaching resources are available for the class in the case of short term teaching assignments.

L19.02 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfil the teaching duties of the secondary teacher being replaced.

L19.03 Whenever possible, the timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.

L19.04 An Occasional Teacher who has not been given prior notice of an early morning supervision duty on the first morning of assignment shall not be expected to perform the duty.

L19.05 The maximum workload for a casual Occasional Teacher hired for a full-time assignment is 3.0 periods plus up to 0.5 periods for other assigned duties.

L19.05.01 Every effort will be made to ensure that APA's are assigned to short term Occasional Teachers in no more than 30% of the assignments in the aggregate. A committee with one representative from the Board and one representative from the union will meet, at the request of the union, to review and monitor the number of APA's assigned and make any adjustments if necessary.

L19.05.02 Each Short Term Occasional Teacher who is hired for a full-time assignment shall have a lunch period of a minimum of forty consecutive minutes between classes, free from assigned duties

between the end of the first period and the start of the last period.

- L19.05.03 A short term Occasional Teacher shall be assigned no more than two one half periods of APA's per week.
- L19.05.04 Every effort shall be made to ensure that no teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks.
- L19.05.05 The Board will attempt to provide equal employment opportunity to all casual teachers on the list. This is not to interfere with the right of the Board to replace absent teachers with an Occasional Teacher having similar qualifications.
- L19.05.06 Electronic confirmation of total days worked as a short term Occasional Teacher shall be provided to the District President on a montly basis. This printout will include a monthly total of days worked and running total for the year.

L19.06 A short term Occasional Teacher who is called in to work for one period in the morning and one period in the afternoon shall be paid for a complete day. The Board may assign additional duties to this Occasional Teacher. These additional duties could be in the form of an additional period, supervision, library duties, mentoring, on-calls, or a combination of these.

#### **ARTICLE L20.00- MEDICAL PROCEDURES**

- L20.01 No Occasional Teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or health of the pupil or subject the Teacher to risk or injury or liability for negligence.
- L20.02 Should the Board require from an employee an independent medical opinion, the choice of medical practitioner shall be mutually agreeable to the Board and the Union. It is understood that the Board will bear the cost for such a medical assessment. The member shall receive a copy of the IME report.

#### **ARTICLE L21.00 - PERFORMANCE APPRAISAL**

- L21.01 Upon request, an Occasional Teacher may receive a performance appraisal.
- L21.02 Performance appraisals for Occasional Teachers will be conducted using the Occasional Teacher performance appraisal process.

## **ARTICLE L22.00 - OCCUPATIONAL HEALTH AND SAFETY**

- L22.01 The Union and the Employer recognize that safety is the joint responsibility of both parties and it agreed that the employees and the employer will co-operate in the application and enforcement of all health and safety regulations.
- L22.02 Occasional Teachers shall be provided paid time to complete Board required Health and Safety training activities. When such time is provided, Occasional Teachers shall use that time to complete the required training.

## **ARTICLE L23.00 - HARASSMENT**

- L23.01 The Board agrees to abide by its Harassment Policy.

## **ARTICLE L24.00 - BENEFITS**

- L24.01 Benefits - See Part A, Central Terms (C7)

## **ARTICLE L25.00 - SHORT TERM PAID LEAVES OF ABSENCES**

- L25.01 A Long Term Occasional Teacher shall be granted a leave of absence with pay in respect of absences set out in this article.
- L25.02 A Long Term Occasional Teacher shall be granted leave of absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he or she is not a party or one of the persons charged, provided that the Occasional Teacher pays to the Board any fee, exclusive of travelling allowances and living expenses that he or she receives as a juror or witness.
- L25.03 A Long Term Occasional Teacher shall be granted a leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon his or her duties.
- L25.04 Bereavement Leave: For Long Term Occasional Teachers, leave for the day of death will be granted without loss of pay. Bereavement leave of up to five (5) consecutive working days commencing the day after death, without loss of pay, shall be granted for bereavement in the family. Family means wife, husband, children, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law, common-law spouse and step-parent. At the discretion of the Director or designate additional working days without loss of pay or Employee benefits may be granted to meet the exigencies of distance and special circumstances. Spouse shall include a common-law or same-sex partner with whom the Member resides.

- L25.05 For Long Term Occasional Teachers bereavement leave for the death of a close personal friend or relative not mentioned in the list above may be granted at the discretion of the Director or designate, without loss of pay.
- L25.06 Compassionate Leave: For an LTO assignment of one semester or longer, a Long Term Occasional Teacher shall be entitled to one (1) school day per year for an emergency family situation. Such request must state the reason for the absence and approval is at the sole discretion of the Director of Education or designate. The absence shall be without loss of salary.
- L25.07 Extra-curricular Leave: A long term occasional (LTO) Teacher with a LTO assignment participating in extra-curricular activities that involve more than 50 hours shall be entitled to one (1) paid school day. This day must be taken in the school year in which it was earned and by mutual agreement of the LTO Teacher and Principal. The LTO Teacher shall be responsible for keeping a record of dates and hours spent in extra-curricular activities and submitting this record to the Principal on a weekly basis.

#### **ARTICLE L26.00 - PREGNANCY/PARENTAL LEAVE**

- L26.01 For Long Term Occasional Teachers, Pregnancy and Parental leave will be granted in accordance with the Employment Standards Act.

#### **L26.02 PREGNANCY LEAVE BENEFITS**

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible

teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

As long as the E.I. waiting period is less than two weeks, the eligible teacher shall receive a SEB plan payment for the number of additional weeks or partial weeks equivalent to the EI benefits that were not paid due to the reduction in the waiting period. This additional SEB plan payment will be paid following the eighth week of the leave.

#### **ARTICLE L27.00 - UNPAID LEAVE OF ABSENCE**

- L27.01 An Occasional Teacher may be granted a leave of absence up to one (1) school year. For leaves of eight (8) weeks or longer, the Occasional Teacher's name will be removed from the Occasional Teacher List for the period of the leave and restored to the list upon the termination of the leave.
- L27.02 An Occasional Teacher must submit a written request for leave of absence to the appropriate superintendent.
- L27.03 Such a leave shall not constitute an interruption in the continuous employment status of the Occasional Teacher with the Board.

#### **ARTICLE L28.00 - PROFESSIONAL DEVELOPMENT DAYS**

- L28.01 The Board shall provide information to the Union about the professional development activities provided by the Board.
- L28.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- L28.03 A Long Term Occasional Teacher who is requested to participate in a Professional Activity Day will be paid for the day.



L28.04 An Occasional Teacher may request to attend without pay a scheduled Professional Activity Day arranged by the Board. Such requests are to be made to the Director or Designate. The Occasional Teacher will not be required to pay for meals or materials unless that is the expectation for contract teachers.

**ARTICLE L29.00 - GRIEVANCE/ARBITRATION PROCEDURE**

L29.01 Definitions

L29.01.01 "Grievance" is defined and restricted to the interpretation, application or alleged violation of a specific article or section of this Collective Agreement and any letter of understanding that so indicates that it is grievable.

L29.01.02 Party shall be defined as:

L29.01.02.01 The Board

L29.01.02.02 The Bargaining Unit

L29.02 Step One (Informal Stage)

An Occasional Teacher who has a complaint relating to the interpretation, application or alleged violation of this Agreement, shall discuss the complaint with his/her Principal within ten (10) school days of the origination of circumstances giving rise to the grievance. The Occasional Teacher will be allowed to have a representative of the Bargaining Unit and/or Provincial OSSTF present with him/her at this meeting. The Principal shall state his/her decision in writing within ten (10) school days of receiving the complaint.

L29.03 Step Two

Should the Bargaining Unit be dissatisfied with the Principal's disposition of the complaint, the Bargaining Unit may within ten (10) school days submit a formal statement to the Director of Education or Designate. This shall constitute a formal grievance at Step 2 and shall be filed within twenty five (25) school days of the origination of circumstances giving rise to the grievance. The written grievance shall set forth the reason thereto together with the article or articles allegedly violated. The Director or Designate shall answer the grievance, in writing, within ten (10) school days.

L29.04 Step Three

If no settlement is reached at Step 2 within ten (10) school days, the matter may be referred to any Arbitrator under the terms as established in the *Labour Relations Act*.

L29.04.01 If the grievor fails to act within the time limits set out at any stage, the

grievance will be considered abandoned.

- L29.04.02 If any official fails to reply to a grievance within the time limits set out at any stage, the grievor will submit his/her grievance to the next step of the grievance procedure.
- L29.04.03 At any stage of the grievance procedure, the time limits imposed upon either Party may be extended by mutual agreement.
- L29.04.04 Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified herein shall be deemed to have been withdrawn. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Board and the Grievor.
- L29.05 The Bargaining Unit may initiate a group grievance concerning the interpretation, application or alleged violation of this Agreement. Such a grievance shall be filed within fifteen (15) school days of the origination of circumstances giving rise to the grievance. A Bargaining Unit group grievance may be filed if the grievance is shared by more than one (1) Occasional Teacher. The group grievance will begin at Step 2 when the Bargaining Unit makes a written submission to the Director of Education.
- L29.06 The grievance procedure is not to be construed as interfering with the rights of Occasional Teachers to discuss problems with the Principal.
  - L29.06.01 Where a difference arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party appointed to an Arbitration Board and shall be delivered to the other within ten (10) school days of receiving the reply under Step 2 of the Grievance Procedure. The recipient Party shall within ten (10) school days, advise the other of the name of its appointee to the Arbitration Board.
  - L29.06.02 The 2 appointees so selected shall, within 5 school days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairman. If the recipient Party fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Ministry of Labour upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue its decision and the decision shall be final and binding upon the Parties and upon any Teacher affected by it. The decision of

a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

L29.06.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

L29.06.04 Each of the Parties hereto will bear the expenses of the arbitrator appointed by it and the Parties will jointly share the expenses of the Chairman of the Arbitration Board, if any.

L29.06.05 Where both Parties agree arbitration may be dealt with by a single arbitrator, the Parties will share equally the expenses of the arbitrator.

L29.06.06 The arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, delete from, modify or amend any part of this Agreement.

L29.07 Mediation - At any stage in the grievance procedure, the Parties can agree in writing to grievance mediation.

#### **ARTICLE L30.00 - MEETINGS**

L30.01 Reasonable efforts will be made to schedule a required meeting with an occasional teacher at a time when the occasional teacher is not scheduled to work.

L30.02 Where the Board requires the attendance of an Occasional Teacher at a meeting convened during a time when the Occasional Teacher was scheduled to work, the Board shall compensate the Occasional Teacher at the appropriate daily rate.

L30.03 A member shall have the right to OSSTF representation where the member is called to a meeting which is part of an attendance management system or at a meeting called to discuss concerns about the member's attendance history, which may lead to discipline.

**Letter of Understanding: Unqualified Long Term Occasional Teacher**

The following will apply for Long Term Occasional Teachers that are uncertified.



An unqualified teacher that has all course work done, has submitted material to the Ontario College of Teachers (OCT) and is awaiting an OCT number and is on a Long Term Occasional (LTO) assignment:

- a. Payment as an unqualified teacher with union dues being deducted.
- b. Once the OCT number is received, then retro will be back to first day of LTO assignment. All applicable deductions.
- c. If the OCT number is after the LTO start date, then the retro will be for salary only, and not be pensionable earnings until the OCT number date. Thus the retro may have to occur in two job classes by applicable date.

An unqualified teacher that has not completed all course work at the beginning of the LTO assignment. Unqualified teacher is still completing course work and subsequent application for Ontario College of Teachers' number.

- a. Payment as Unqualified teacher with union dues until OCT # received
- b. Once OCT number received, then a retro will be back to day of course completion within the LTO assignment. All applicable deductions.
- c. If the OCT number is after the LTO start date and course completion, then the teacher retro will be for salary only and not be pensionable earnings until the OCT # date. Thus the retro may have to occur in two job classes by applicable dates.

DATED IN Fort Frances, Ontario this 26 day of October, 2021.

for the Board   


for the Union 