



COLLECTIVE AGREEMENT

BETWEEN

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 7**

OCCASIONAL TEACHERS

AND

BLUEWATER DISTRICT SCHOOL BOARD

Effective September 1, 2008 to August 31, 2012

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	PURPOSE.....	1
2	TERM OF AGREEMENT.....	1
3	RECOGNITION.....	1
4	DEFINITIONS.....	2
5	MANAGEMENT RIGHTS.....	2
6	UNION SECURITY.....	2
7	OCCASIONAL TEACHER ASSIGNMENT LISTS.....	3
8	SENIORITY.....	5
9	PROBATIONARY EMPLOYEES.....	5
10	STRIKES AND LOCKOUTS.....	6
11	GRIEVANCE PROCEDURE.....	6
12	JOB POSTING.....	8
13	LEAVES.....	8
	Sick Leave.....	8
	Compassionate Leave.....	9
	Pregnancy/Adoption/Parental Leaves.....	9
	Jury Duty or Subpoena.....	10
	Leave of Absence.....	10
	At Cost Personal Leave.....	10
14	RATES OF PAY.....	10
15	BENEFITS.....	13
	SIGNATURE PAGE.....	14
	LETTER OF UNDERSTANDING RE: 2008-12 Distribution of Work.....	15

This Collective Agreement is made this 28th day of January, 2009
BETWEEN
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION,
DISTRICT 7 - OCCASIONAL TEACHERS
(Hereinafter called "The Union")
and
BLUEWATER DISTRICT SCHOOL BOARD
(Hereinafter called "The Board")

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "The Agreement", which represents the entire negotiated Collective Agreement between the Parties, to set forth certain terms and conditions of employment including salaries which govern the occasional teachers employed by the Board in its secondary schools.
- 1.02 To strive to maintain a harmonious relationship between the Parties and to cooperate to the fullest extent to provide the best possible educational services.

ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This agreement shall be for a term of September 1, 2008, to August 31, 2012, and shall continue from year to year thereafter unless either party gives notice in writing within ninety (90) days of the expiry date hereof of that Party's intention to renew the Collective Agreement with or without modification, or to make a new Collective Agreement.
- 2.02 During the term of this Agreement, amendments to any of the Articles herein, together with date of implementation, shall be made in writing and only by mutual consent of the Parties.

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the Union as the exclusive Bargaining Agent for Occasional Teachers employed by the Board and covered under this Agreement.
- 3.01.01 The Union recognizes the negotiating committee of the Board as the body competent to represent the Board and negotiate on its behalf.
- 3.01.02 Both the Union and the Board recognize the right of each other to have, if the need should arise during the negotiations process, advisers, agents or any other duly authorized representatives to assist in reaching a Collective Agreement.
- 3.02 The Union shall inform the Board in writing of the names of its elected or appointed Executive and/or Committee Members prior to September 1, and changes as they occur.
- 3.03 There will be a Labour/Management Committee comprising of no more than three (3) representatives from each Party. The Committee will meet at the request of either party. Such meeting shall be arranged within five (5) days of the receipt of notice and scheduled at a time mutually agreeable to the parties.

- 3.04 The employer recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered, which will lead to discipline. The employer further recognizes the right of the member to request OSSTF representation in the above matters, which lead to discipline and the right of a member to be advised, in advance, if a meeting will be considering his/her conduct or competence, or leads to discipline of the member.

ARTICLE 4 - DEFINITIONS

- 4.01 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 Long Term Occasional Teacher and Short Term Occasional Teacher. The term Occasional Teacher in this agreement refers to Secondary Occasional Teacher.
- 4.01.01 Long Term Occasional Teacher means a teacher who is employed as a replacement teacher for the same teacher for more than ten (10) consecutive teaching days. Statutory holidays, professional development days, and days disrupted by inclement weather or special programming shall not constitute an interruption in a working assignment.
- 4.01.02 Short Term Occasional Teacher means a member who is employed as a replacement teacher for the same teacher for ten (10) or fewer consecutive teaching days.
- 4.01.03 The Occasional Teacher List shall mean the entire list of those accepted for teaching assignments by the Board.
- 4.01.04 An inactive member shall mean a member on the Occasional Teacher List who has indicated he/she will not be available for assignments for a given period not to exceed one school year.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes that it is the right of the Board to manage the operation and direct the workforce subject to the terms of this Collective Agreement. Without restricting the rights set out above, members shall only be disciplined or discharged for just cause.
- 5.02 The Employer agrees that it shall not administer the Collective Agreement in such a way that acts arbitrarily, discriminatorily, or in bad faith.

ARTICLE 6 - UNION SECURITY

- 6.01 During the term of this Agreement, the employer agrees to deduct regular Union dues and levies, as certified in writing by the Union, from the wages of Union members.
- 6.01.01 Adjustments in Union dues and levies must be made in writing to the Administrator of Employee Relations at least thirty (30) days prior to the expected date of change.
- 6.02 In accordance with Clause 6.01, dues are to be deducted and remitted to the Ontario Secondary School Teachers' Federation not later than the fifteenth (15th) day of the month following the month such deductions were made. Such remittance shall be accompanied with a list identifying the members, their employee numbers, and the amounts deducted. Union levies are to be deducted for each occasional assignment and remitted to the President of the Occasional Teachers' Bargaining Unit and shall include the name and amount deducted.

- 6.03 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 deducting or failure to deduct dues.
- 6.04 As a condition of employment, members, assigned to the Occasional Teacher Assignment List, shall be members in good standing of the Union.
- 6.05 The Union, or a member, engaging in Union business during working hours, or holding meetings at any time on the premises of the Board, shall have obtained prior permission from the Facility Manager.

ARTICLE 7 - OCCASIONAL TEACHER ASSIGNMENT LIST

- 7.01 The Board shall prepare a list of names of members who have been accepted by the Board for teaching assignments. The List shall be issued no later than August 30. The List will be updated October 31 and monthly thereafter with a copy furnished to the President of the Local Union. Copies of changes to the List will be sent on a monthly basis to the Union President and Principal at each school. No names may be added to the list prior to the Board reviewing planned additions at Labour/Management Committee meetings.

To be eligible for addition to the Occasional Teacher List, a member must be a member of the Ontario College of Teachers.

- 7.01.01 All eligible members must complete the reactivation process by June 15 prior to the school year to be included on the Occasional Teacher List for the next school year. The Board shall send an e-mail notification to each member before May 1 of each school year.
- 7.01.02 Notwithstanding any other clause in this Article, those persons whose names appear on the Secondary Occasional Teacher List as of the date of ratification of this Agreement, shall remain on the Secondary Occasional Teacher List unless removed from such Occasional Teacher List in accordance with clause 7.05.
- 7.01.03 The number of names on the List will be capped at three hundred (300) active members. Additions above this number will be made based on need in a subject area and in consultation with the Bargaining Unit President. It is the member's responsibility to reactivate upon returning from a leave of absence. The increase above three hundred (300) will be temporary, to be reduced through attrition, and discussed with the Federation in advance.
- 7.01.04 Members on Leaves of Absence will continue on the list but will be deemed to be inactive.
- 7.02 The Occasional Teacher List shall provide the following information for each member: name, address, telephone number, e-mail address if applicable, date of hire, cumulative number of days worked, subject expertise, subject teaching preference, and school locations willing to work at. Members shall notify the Board, in writing, of any change of address and/or telephone number required by the Board to contact the member regarding assignments.
- 7.02.01 Subject matter which in which the member is qualified as listed under Basic/Additional Qualifications on the Certificate of Qualification issued by the Ontario College of Teachers and willing to teach shall be the prime criteria for appointing members.

- 7.03 To be officially (and initially) accepted as an Occasional Teacher with the Board, a member must be interviewed and approved by the Superintendent of Secondary Education or designate and have submitted the necessary documentation, such as:
- a) Ontario College of Teachers Certification.
 - b) Experience documentation.
 - c) Certification Rating Statement.
 - d) Union membership requirements and levy.
 - e) Payroll documentation.
 - f) Any other documentation that might be required by legislation or Board Policy.
 - g) All members with the Board shall be registered with any automated “call out” system in use by the Board for secondary occasional teaching assignments.
- 7.03.01 The above documentation must be received by the Payroll Department within ten (10) calendar days from the date of the interview.
- 7.03.02 Union membership requirements must be satisfied prior to receiving a teaching assignment.
- 7.04 Short Term Employment Procedure
Each secondary school shall receive a list of names of Occasional Teachers available to teach in the school. Each secondary school shall utilize the automated call-out system in use by the Board to employ occasional teachers from the Occasional Teacher List provided by the Board. Should the secondary school employ an individual not on the Occasional Teacher List, the school shall inform the Superintendent of Secondary Education and the Bargaining Unit President on the same day that a person not on the List is employed.
- 7.04.01 The opportunity for short term occasional teaching assignments shall be distributed on a fair and equitable basis.
- 7.05 Removal From Occasional Teacher List
When a member’s conduct or competence is confirmed to be unsatisfactory, the member’s name shall be removed from the Occasional Teaching List with the approval of the Superintendent of Secondary Education in prior consultation with the Bargaining Unit.
- The process for such removal shall be as follows:
- a) The appropriate administrator will notify the Superintendent of Secondary Education and the member that there is a concern.
 - b) The appropriate administrator will arrange a meeting with the member and the Bargaining Unit President or designate.
 - c) The meeting shall review the concerns and response. The minutes from the meeting will be sent to the member and the Bargaining Unit President for review, and confirmation within two (2) weeks.
 - d) If removal from the List is considered, the member will be placed on ‘inactive status’ for normally no longer than two weeks, pending the outcome of the review. The ‘inactive status’ may be applicable only to the school or schools where the issue(s) have risen or to the system in extreme situations. When a member is moved to an ‘inactive status’, the Bargaining Unit and the individual will be notified by Human Resources within two working days.

e) If the concerns are unresolved, the member's name will be removed from the list(s) for individual schools or the Occasional Teaching List. The member and Bargaining Unit President shall be notified in writing.

7.05.01 When a member who has been approved as in Clause 7.03, and has commenced teaching duties for the Board, fails to comply with 7.03.01, the member's name shall not be considered to be on the list until Clause 7.03.01 has been complied with and authorization for further teaching duties has been received from the Superintendent of Secondary Education.

7.05.02 When a member has been approved as in Clause 7.03, but fails to comply with Clause 7.03.02, the member's name shall be removed from the list established in Clause 7.01, but only with the approval of the Superintendent of Secondary Education as recommended by the Bargaining Unit. The member shall be notified in writing of the removal from the List.

7.05.03 Where a member requests in writing to be removed from the Assignment List, the members' name in the next published Assignment List will be deleted if time permits and the Union notified.

7.05.04 Reasons for removing a member's name from the List:

- a) Voluntary resignation.
- b) Discharge (as per 7.05).
- c) Failure to complete reactivation process by June 15 prior to school year.
- d) Unavailable for longer than a ten (10) month period without an approved leave of absence.

The Board must be notified by the member for periods exceeding ten (10) consecutive working days. Such notification shall be in writing or through the automated call-out system under the heading "unavailable dates". Such unavailability shall not constitute a leave of absence.

7.06 Members being placed on the Occasional Teacher List shall be provided a copy of the current Collective Agreement at the time of notification of acceptance to the list.

7.07 Items of concern on assignments or the Occasional Teacher List may be subject for discussion at a Labour/Management Committee meeting.

ARTICLE 8 - SENIORITY

8.01 Seniority shall be defined as the number of days worked during a school year prorated to the number of teaching days in the school year.

8.02 Seniority is not granted to the member until the requirements of Clause 9.01 have been met.

ARTICLE 9 - PROBATIONARY EMPLOYEES

9.01 Newly hired or rehired Occasional Teachers (Members who have been taken off the Assignment List) shall serve as probationary Occasional Teachers for a total of ten (10) work days. If the members have successfully passed the probationary period, their names shall be placed on the seniority list. This probationary period shall not apply to retired teachers formerly employed by the Board.

- 9.02 During the probationary period as stated in Clause 9.01, the member shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such member may be terminated at a lesser standard than just cause, subject to the Board acting in good faith, at any time during the probationary period

ARTICLE 10 - STRIKES AND LOCKOUTS

- 10.01 Both parties agree that there shall be no strike by or lockout of members during the term of this Collective Agreement. Strike and lockout shall be as defined in the Ontario Labour Relations Act.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 a) A grievance shall be defined as any matter arising from the interpretation, application administration or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
b) The parties shall be defined as the Union and the Employer.
c) For the purpose of this article, "days" shall mean "school days".

11.02 **Informal Stage - Individual**

A Member, with concurrence of the Bargaining Unit, may initiate a complaint by discussing it with the School Administrator. A written complaint shall be answered by the School Administrator in writing within five (5) days of receipt of the complaint with a copy to the Bargaining Unit President.

If the reply of the School Administrator is not acceptable to the individual, a meeting to discuss the complaint may be arranged with the Administrator of Employee Relations and the Bargaining Unit President.

11.03 **Grievance Procedure - Individual**

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

If the reply of the School Administrator of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Administrator of Employee Relations or designate. The parties shall meet to discuss the grievance within ten (10) days after the receipt of the grievance and the Administrator of Employee Relations or designate shall answer the grievance in writing within five (5) days of the meeting.

The grievance shall contain:

- a) A description of how the alleged dispute is in violation of the Agreement.
- b) The clauses in the Collective Agreement alleged to be violated.
- c) The relief sought.
- d) The signature of the duly authorized official of the Bargaining Unit.

11.04 **Step 2**

If the reply of the Administrator of Employee Relations or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate who shall answer the grievance in writing within five (5)

days after receipt of the grievance.

11.05 Step 3

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

11.06 Grievance Procedure - Party

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter after the matter has been discussed informally with the other party. The informal discussion shall occur with the Administrator of Employee Relations.

11.07 Step 1

The party making the grievance may make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be. The parties shall meet to discuss the grievance within ten (10) days after the receipt of the grievance and the party which has received the grievance shall answer the grievance in writing within five(5) days of the meeting.

The grievance shall contain:

- a) A description of how the alleged dispute is in violation of the Agreement.
- b) The clauses in the Collective Agreement alleged to be violated.
- c) The relief sought.
- d) The signature of the duly authorized official of the Bargaining Unit.

11.08 Step 2

If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

11.09 Grievance Mediation

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. The fees for a mediator shall be shared equally by the parties.

The time lines 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 grievance may be referred to arbitration as set out below.

11.10 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board. If the parties are referring the grievance to an arbitration board the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) 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 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 Chairperson. If

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

A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

- 11.11 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.
- 11.12 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.
- 11.13 Time restrictions may be extended if mutually agreed.
- 11.14 Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, they shall be released without loss of salary or benefits.

ARTICLE 12 - JOB POSTING

- 12.01 All long term occasional teaching positions shall be posted in every school at least three (3) teaching days prior to the closing date for applications. At the same time a copy of each posting shall be forwarded to the President of the Local and posted on the BBS operated by the Board.
- 12.02 Long term positions shall be filled by certified members on the Occasional Teacher List with preference given to those who have completed a ten (10) day probationary period. Where there is no member qualified on the List, the Board may fill the long term position externally. The Bargaining Unit President shall be notified within five (5) teaching days and the individual shall be added to the Occasional Teacher List, subject to completion of the criteria identified in Article 7.03.
- 12.03 The President of the Occasional Teachers' Bargaining Unit shall receive notification by e-mail of all available secondary teaching positions within the Board as they are advertised internally.

ARTICLE 13 - LEAVES

- 13.01 Sick Leave
 - 13.01.01 A Long Term Occasional Teacher in a work assignment shall be entitled to accumulate one (1) sick day per ten (10) days worked during the current school year, to be used for illnesses that may occur during a long term work assignment. Absence under this clause will also be permitted for emergency illness of a family member or medical appointment that cannot be scheduled out of work hours requiring the attendance of the member.

Subject to approval of the Director, a member on a known Long Term Assignment may receive approval to use sick days to be earned by the end of the Assignment. This is subject to final paycheque adjustment.

13.01.02 Sick days accumulated and not used in the current school year are transferable to the subsequent school year up to a maximum of thirty (30) days to be used during future long term work assignments.

13.02 Compassionate Leave

13.02.01 A member, working on a long term work assignment, excused by the Principal for the death of a spouse, parent, son, daughter, brother, sister, or grandchild will be compensated for the time lost from the work assignment up to five (5) consecutive school days to be deducted from sick days.

13.02.02 A member, working on a long term work assignment, excused by the Principal to attend the funeral of an extended family member (grandparent, aunt, uncle, nephew, and niece) will be compensated for the time lost from the work assignment up to a maximum of one (1) day for each such occurrence.

13.02.03 A member working on a long term work assignment may be excused by the Principal in cases of serious illness in the immediate family (as defined in Clause 13.02.01) and will be compensated for the time lost from the work assignment up to a maximum of two (2) days for each such occurrence related to the same illness. These days would be deducted from the accumulated sick day balance at the end of the school year. Upon request by the Principal, a doctor's certificate shall be provided.

13.03 Pregnancy/Parental/Adoption Leave

13.03.01 Pregnancy/Parental/Adoption Leaves will be in accordance with the current Employment Standards Act (Pregnancy and Parental Leave) at the time of application.

13.03.02 A Long Term Occasional Teacher's request for pregnancy/parental/adoption leave must be in writing to the member's principal and forwarded to the Superintendent of Secondary Education at least two (2) weeks before the date the leave is to begin, or two (2) weeks after the member stops working due to circumstances where the child comes into custody, care, or control of the parent for the first time sooner than expected. The written request should state the date the leave is to begin and expire.

13.03.03 Upon request by the Superintendent of Secondary Education, a medical certificate stating the expected birth date shall be supplied by the member.

13.03.04 A member intending to adopt a child should give the Director of Education, through the Principal, notice, where possible, of the intent to adopt, so that when the child becomes available the member may cease duty immediately.

13.03.05 A member who has given notice to the Board of the member's intention of beginning or ending pregnancy/ parental/adoption leaves may revise those time limits, providing the request is in writing to the Director of Education or designate at least two (2) weeks before the original date the leave was to begin, and at least four (4) weeks before the original date the leave was to end.

- 13.04 Jury Duty or Subpoena
A member who is absent from work by reason of a summons to serve as a juror, or is subpoenaed as a witness in any proceeding to which the member is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the earnings received as a juror or as a witness.
- 13.05 Leave of Absence
The Employer will grant a leave of absence of up to one (1) year without pay. All leaves of absence must be in writing and shall specify the duration of the leave of absence. Total period for leave of absence may not exceed two (2) consecutive years.
- 13.06 At Cost Personal Leave
Subject to adequate notice to the Principal and the arrangement of coverage, the Bargaining Unit Member on a long-term assignment shall be granted an At Cost Personal Day restricted to a maximum of two (2) per year. The timing of such days will avoid extending existing vacation periods. The cost for such a day will be the minimum cost of a qualified member (Not to exceed 1/194 of Group 3, Year 0). The cost to the member for such a day will not exceed 1/194 of the member's annual salary. There will be no deduction from sick leave, and no impact upon pension subject to current Teacher Pension Plan regulations.
- 13.07 The Bargaining Unit shall provide written notice to the Board when a Federation Leave is required. The Board shall pay the President of the Bargaining Unit, or designate, at the occasional rate appropriate to the individual on leave. The Bargaining Unit will reimburse the Board for the full amount paid.

ARTICLE 14 - RATES OF PAY

- 14.01 Short Term Occasional teachers who are certified to teach in secondary schools in Ontario and added to the District 7 Secondary Occasional Teacher List shall be paid a per diem rate of 1/194 of the minimum salary of Group 1 on the grid set forth in the collective agreement for secondary teachers in effect for the period worked.
- 14.02 Long Term Occasional Teachers shall be paid for each full day of employment at a daily rate of 1/194 of the salary they would receive if they were placed on the salary grid in the Board's most recent collective agreement for secondary teachers according to qualifications as described in clause 14.04, and teaching experience as described in Clause 14.05.
- 14.02.01 A member having been placed on a short term work assignment which then exceeds ten (10) working days shall be paid as in Clause 14.02 from the first day of the work assignment.
- 14.02.02 A member having been placed on a long term work assignment involving a Professional Development day shall attend the Professional Development day. However, it is understood that the Professional Development day must fall between work assignment days in order to qualify for any remuneration.
- 14.02.03 A member who received a confirmation number from a call-out system for a work assignment or who has been requested for an assignment by the school administration and who arrives for work without having received prior notice of cancellation, at least two (2) hours prior to work, shall be paid one half (1/2) a day's pay. If alternate work to replace the original work assignment has been offered to the member and the member refuses to

accept such alternate work, the member forfeits the half (1/2) day's pay mentioned above.

14.02.04 Inclement Weather

When buses are cancelled for the work assignment school, the member should verify the work assignment for that day.

14.03 Daily rates of pay referred to in Clauses 14.01 and 14.02 include vacation pay and statutory holiday pay to which members are entitled under applicable legislation.

14.04 Grid Placement

14.04.01 The Employer recognizes the current Rating Statement of the Ontario Secondary School Teachers' Federation Certification Rating Board, or the appropriate previous Certificate Rating Statement as the document for Group Placement.

14.04.02 It shall be incumbent upon the Bargaining Unit Member to provide documented proof in the form of a Certificate Rating Statement from the Ontario Secondary School Teachers' Federation as to the Member's appropriate group certification.

14.04.03 No Bargaining Unit Member shall be newly employed at a salary other than being paid to another Member having the same or equal qualifications, experience, and responsibility.

14.04.04 Upon receipt of the Bargaining Unit Member's certification as per 14.04.01, retroactive salary adjustments shall be made using one of the following two methods:

- a) If the date of qualification is prior to the commencement of teaching duties for the school year, the adjustment date shall be the first pay in that school year.
- b) If the qualification date is subsequent to the commencement of teaching duties for the school year, the adjustment date shall be the date on the certificate from the university.

14.04.05 Bargaining Unit Members must provide proof of the change of Group Placement as in 14.04.01 within a year to be eligible to receive retroactive salary identified in 14.04.04.

14.04.06 Full retroactive pay under 14.04.04 shall be made within forty-five (45) days following receipt of the certificate from the university or a revised Certificate Rating Statement reflecting additional qualifications.

14.04.07 Bargaining Unit Members newly hired to the Board shall be placed in the group consistent with the Certificate Rating Statement issued to them, and shall be paid in Group 1 Step 0 until the requirements of 14.04.04 have been fulfilled.

14.04.08 Bargaining Unit Members who lack basic qualifications for teaching in Ontario Secondary Schools shall be paid in Group 1 Step 0.

14.04.09 Bargaining Unit Members employed on Letters of Standing shall be paid according to their Letter of Evaluation as determined by the Ontario Secondary School Teachers' Federation Certification Rating Board. Until the Letter of Evaluation is provided to the Board, Members under this Article shall be paid Group 1 Step 0.

14.05 A member shall be credited with previous long term occasional teaching experience and/or any contractual teaching experience which the member has acquired.

14.05.01 A member's short term work assignments shall also accumulate towards credited teaching

experience. Such credited teaching experience will apply to grid experience when the member is placed on a long term work assignment.

- 14.05.02 Any claim of teaching experience as stated above must have supporting documentation prior to approval and will be prorated to the nearest 0.1 of a school year (20 teaching days) (194 days is equal to one (1) year).
- 14.05.03 Experience Credit for Industrial and Trade-related Experience
Each year of industrial experience above the requirements for entrance to a Faculty of Education for technical teachers shall be equivalent to one year of experience on the Basic Salary Schedule. Criteria for determining experience will be decided by the Board. Any changes to the criteria shall be by mutual written agreement by the Board and the Bargaining Unit.
- 14.05.04 Experience Credit for Business and/or Professional Experience
Each year of business and professional experience acquired after graduation from a University or other acceptable post-secondary school of learning, or above the requirements for entrance to a Faculty of Education shall be equivalent to one year of experience on the Basic Salary Schedule. Criteria for determining experience will be decided by the Board. Any changes to the criteria shall be by mutual written agreement by the Board and the Bargaining Unit.
- 14.05.05 Documentation
The onus shall be on the Bargaining Unit Member to produce verification of the types of experience set forth in clause 14.05, in the form of a certificate of experience or a letter of certification relating to the type of experience claimed and over the signature of a former Board or company official.
- 14.06 Alternative Professional Assignments
- 14.06.01 A Short Term Occasional Teacher shall be assigned the timetable of the member being replaced or an equivalent timetable including any supervision duties assigned to the absent teacher for that day. Members shall not be assigned a timetable in excess of the workload outlined in 14.07.01 or 14.07.02.
- 14.06.02 A Long Term Occasional Teacher teaching less than a full day shall only be assigned supervisions in periods adjoining their assigned teaching periods.
- 14.07 Short Term Occasional Pay
- 14.07.01 If a Short Term Occasional Teacher is required they shall be paid in accordance with the following:
- a) One period and no more than one-quarter (1/4) period supervision assigned in an adjoining period will be paid one-third (1/3) day.
 - b) Two periods and no more than one-half (1/2) period supervision assigned in an adjoining period will be paid two-thirds (2/3) day.
 - c) Three periods and no more than one-half (1/2) period of supervision/on-call or remedial will be paid one full day.
- 14.07.02 If requested, a member shall be given, by the appropriate school official, a copy of the information submitted to payroll for the purpose of payment for each short term assignment performed.

14.08 Members shall be paid according to the Board's pay schedule by direct deposit.

ARTICLE 15 – BENEFITS

15.01 The Board agrees to pay during the 2009/2010, 2010/2011 and 2011/2012 school years a per diem rate to all members of the bargaining unit based on the number of days worked by each member in the school year. (The total payment in 2008-09 has been increased in subsequent school years by 3.5% annually.)

15.02 Total payments by the Board per school year are as follows:

2008-09.1	\$20,000
2009-10.1	\$20,700
2010-11.1	\$21,425
2011-12.01	\$22,175

15.02.01 For the 2008-09 school year the Board will send the bargaining unit the total sum (\$20,000) to be used in lieu of benefits. Payment will be made to the Bargaining Unit by March 31, 2009. The Bargaining Unit will be responsible for the distribution of these funds.

15.03 Per diem payment procedures for 2009/2010, 2010/2011 and 2011/2012 school years will be reviewed by the Labour Management Committee.

IN WITNESS WHEREOF the Parties have caused this Collective Agreement to be signed by their respective, duly authorized representatives.

Dated at Chesley, Ontario, this 28th day of January, 2009.

**ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION, DISTRICT 7
OCCASIONAL TEACHERS**

BLUEWATER DISTRICT SCHOOL BOARD

Letter of Understanding

Between

The Ontario Secondary School Teachers' Federation
Representing
District 7 Secondary Occasional Teachers
And
Bluewater District School Board

**Re: Labour Management Committee (3.03)
2008-2012 Distribution of Work,
Occasional Teachers' Handbook and Benefits**

The Labour/Management Committee shall monitor the distribution of work to occasional teachers attempting to ensure that work is assigned fairly and equitably to all bargaining unit members. Relevant data prepared by the Board to be reviewed will include: number of days worked by each member; days worked by unqualified individuals; and name of teacher being replaced (where possible).

The Committee will also review Occasional Teacher Handbooks used in secondary schools to develop best practices for implementation throughout Bluewater secondary schools.

The Committee will also review the method of distribution of benefits per diem money in order to develop efficient practices for 2009/10 and thereafter.

In addition, the Board agrees to provide up to three (3) paid days for the Bargaining Unit president, or designate, to attend meetings and visit school administrators to review use of secondary teachers.

The initial meeting of the Labour Management Committee shall be scheduled before April 30, 2009.

DATED at Chesley, Ontario this 28th day of January, 2009.

Bluewater District School Board

OSSTF, Occasional Teachers, District 7

