



SOURCE	<i>Union</i>		
EFF.	<i>97</i>	<i>09</i>	<i>01</i>
TERM	<i>98</i>	<i>08</i>	<i>31</i>
No. CP EMPLOYEES	<i>1000</i>		
DATE	<i>11/10</i>		

ONTARIO PUBLIC SCHOOL TEACHERS' FEDERATION

COLLECTIVE AGREEMENTS

YORK REGION OCCASIONAL TEACHERS

Term: Nov. 1/91 - Aug. 31/93

AGREEMENT EXTENDED
TO **August 1996**

*agreement extended
to August 1998*

COLLECTIVE AGREEMENT

BETWEEN

THE YORK REGION BOARD OF EDUCATION

AND

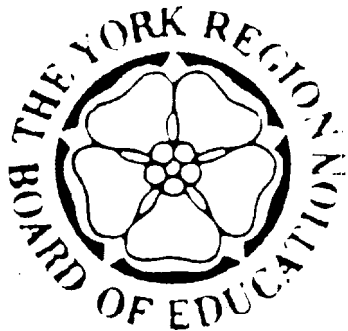
ONTARIO **PUBLIC** SCHOOL TEACHERS'
FEDERATION,
YORK REGION ELEMENTARY OCCASIONAL
TEACHERS' BRANCH

FOR

NOVEMBER 1, 1991

TO

AUGUST 31, 1993



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THE YORK REGION BOARD OF EDUCATION

AND

ONTARIO PUBLIC SCHOOL TEACHERS'
FEDERATION,

YORK REGION ELEMENTARY OCCASIONAL
TEACHERS' BRANCH

The attached Agreement has been negotiated by the negotiating team of York Region Elementary Occasional Teachers' Branch, Ontario Public School Teachers' Federation and the negotiating team of The York Region Board of Education.

The term of the Agreement shall be November 1, 1991 to August 31, 1993.

DATED THE 3RD DAY OF APRIL, 1992.

For the Teachers:

Harold J. Joda

For the Board:

Constance M. Menni

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ARTICLE 1 - PURPOSE

1.01 It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Federation and to provide for the prompt and equitable disposition of grievances.

ARTICLE 2 - RECOGNITION

2.01 This Agreement shall apply to all employees in the bargaining unit defined in the certificate issued by the Ontario Labour Relations Board on the 1st day of November, 1991, that is all Occasional Teachers employed by The York Region Board of Education in its elementary panel in the Regional Municipality of York, save and except persons who, when they are employed as substitutes for other teachers, are teachers as defined in the School Boards and Teachers' Collective Negotiations Act and persons who, when they are employed as supply teachers for replacement of summer school teachers, constitute a unit of employees of the respondent appropriate for collective bargaining.

The term 'occasional teacher' has the meaning assigned to it by section 1(1)(31) of the Education Act.

Unqualified persons as defined in section 1(1)(66) of the Education Act are excluded from the bargaining unit.

2.02 The Board recognizes the Federation as the sole collective bargaining agent for all employees in the bargaining unit defined above.

2.03 No person covered by any agreement made under the School Boards and Teachers' Collective Negotiations Act shall be covered by this agreement. However, a person who is covered by such Act as a contract 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 this Agreement in respect to such occasional teaching employment.

Representation

2.04 At any further negotiations for the renewal of this Agreement the Board shall recognize and meet with a Negotiating Committee of the Federation consisting of not more than three (3) Occasional Teachers, a representative of the Federation's District Executive and the Federation's chief negotiator.

2.05 The Board agrees to recognize a grievance committee comprised of two members of the Federation executive-The Board shall not be required to recognize any person as a committee or executive member until so notified. The Branch will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Branch with a list of its supervisory personnel.

2.06 The members of the Federation's negotiating committee, grievance committee or Branch Executive shall not leave their regular duties as an Occasional Teacher without first obtaining the permission of the Occasional Teachers's principal and the officer of the Board with whom the committee member wishes to speak. It is understood that the committee members will not absent themselves from their regular duties unreasonably. The Board shall not be obligated to pay a committee member in respect of such absences, but shall pay the replacement for any such committee member where it determines that a replacement is necessary in respect of any such absences.

2.07 All correspondence between the parties, arising out of this agreement shall pass to and from the Director of Employee Relations or designate, and to and from the President of the Branch or designate.

ARTICLE 3 - DEFINITIONS

3.01 'Occasional Teacher' shall mean an 'occasional teacher' as defined in the Education Act R. S. O. 1980, c. 129, i.e., a person who holds a valid certificate of qualification or letter of standing as a teacher in an elementary or secondary school in Ontario, and who is employed to teach as a substitute for a permanent, probationary, or temporary teacher who has died during the school year or who is absent from regular duties for a temporary period that is less than a school year and does not extend beyond the school year.

3.02 'Short Term Occasional Teacher' means any qualified elementary Occasional Teacher who is not a 'Long Term Occasional Teacher'.

3.03 'Long Term Occasional Teacher' shall mean a teacher who is required to teach for a period of twenty-one (21) or more consecutive teaching days as a replacement for one teacher employed under a permanent or probationary contract. All other Occasional Teachers covered by this Agreement are referred to as Short-Term Occasional Teachers.

3.04 'Days' means instructional days unless otherwise specifically provided. 'Instructional days' shall be those designated each school year by the Board and do not include professional activity days or school holidays.

3.05 'Branch' means York Region District, Ontario Public School Teachers' Federation, Elementary Occasional Teachers' Branch.

3.06 'Occasional Teacher List' means a list of all Occasional Teachers in the bargaining unit who are qualified and who have been accepted by the Board to teach as Occasional Teachers in the Board's elementary panel.

3.07 "Federation" means the Ontario Public School Teachers' Federation.

3.08 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

ARTICLE 4 - TERM OF THE AGREEMENT

4.01 This agreement shall be in effect from November 1, 1991, and shall continue in full force up to and including August 31, 1993 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, as to its desire to negotiate with a view to renewal with or without modification, of this Agreement. If notice is given, the parties shall meet within fifteen (15) days from giving of notice or unless otherwise mutually agreed upon.

4.02 Either party wishing to amend or add to this Agreement shall give written notice to the other party. The parties shall meet within 30 days of said notification to consider re-opening this Agreement.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Branch agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.

5.02 Notwithstanding the foregoing, Occasional Teachers may strike and the Board may lock out Occasional Teachers in accordance with the provisions of the Labour Relations Act.

5.03 In the event that any employees of the Board, other than those covered by, this agreement, engage in a lawful strike and maintain a picket line, employees covered by this agreement shall not be required to perform work done by those employees.

ARTICLE 6-MANAGEMENT RIGHTS

6.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its administration. The Board agrees to exercise its rights in a fair and reasonable manner in all matters pertaining to this collective agreement.

6.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any Occasional Teacher to lodge a grievance under the grievance procedures here provided for, the Occasional Teachers and the Federation recognize and accept that it is the right of the Board to:

(a) hire, transfer, promote, demote, classify, direct, assign, or layoff;

(b) suspend with or without pay, remove an Occasional Teacher from the Occasional Teacher List, discharge or otherwise discipline a non-probationary Occasional Teacher for just cause; and suspend with or without pay, remove from the occasional teacher list, discharge or otherwise discipline a probationary occasional teacher for any reason at the sole discretion of the Board.

(c) plan and direct the nature and quality of teaching programs, the

number of teachers to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of teaching and instruction, and such other duties and responsibilities of the Board as are outlined in the statutes and regulations and regulations pertaining to education in the Province of Ontario; and

(d) to make, enforce, and alter from time to time, rules, regulations and policies governing Occasional Teachers which do not conflict with any provisions of this Agreement.

(e) An Occasional Teacher who has not completed the probationary period shall not have the right to file a grievance.

6.03 Occasional Teachers shall serve a probationary period of forty (40) days taught within the bargaining unit, within a two (2) year period. During the probationary period, an Occasional Teacher shall be considered as being on a trial basis and may be discharged or removed from the Occasional Teacher List at the sole discretion of the Board.

ARTICLE 7 - BRANCH MEMBERSHIP AND CHECK-OFF

7.01 All Occasional Teachers shall, as a condition of employment, maintain membership in the Branch or join the Branch within thirty (30) days after the signing of this Agreement and remain members in good standing. All new Occasional Teachers shall, as a condition of employment, join the Branch within thirty (30) days and remain members in good standing.

7.02 During the term of this Agreement the Board agrees to deduct, from each pay cheque of each Occasional Teacher, the regular monthly fees and dues as certified by the Federation to be currently in effect according to the constitution and by-laws of the Federation. The Federation shall notify the Board in writing, no later than August 31 for the following November, as to the amount of dues or fees currently in effect according to its constitution and by-laws.

7.03 Dues deducted in accordance with article 7.02 shall be remitted to the Secretary of the Federation at 1260 Bay Street, Toronto, Ontario M5R 2B7, no later than the 25th day following the month in which the deductions were made. The payment shall be accompanied by a Dues Submission List showing the names, addresses, wages earned, dues deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made.

7.04 The Federation shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definitions

The following definitions shall apply in this Article:

- (a) A 'Grievance' shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement specified on a written grievance form.

- (b) A 'party' shall be defined as:
- (i) the Federation, represented by the Branch; and
 - (ii) the Board
- (c) A 'supervisor' shall mean Principal or Area Superintendent of Schools whichever is the immediate supervisor of the complainant.

8.02 Informal Stage

If a Teacher is unable to resolve a complaint informally, the Teacher may, with the concurrence of the Branch, initiate a complaint with the Teacher's supervisor who shall answer the complaint in writing within ten (10) days of receipt of the complaint. The problem must be brought to the attention of the supervisor within five (5) days after the Teacher becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to the complaint.

8.03 Formal Stage

(a) If the Teacher is not satisfied with the decision regarding the complaint then the Teacher may within ten (10) days of receipt of the reply from the supervisor refer such matter on a prescribed grievance form in the following manner and sequence:

(b) Step 1

The Teacher may initiate a written grievance through the Branch to the Area Superintendent. The grievance shall specify the reasons for the complaint, contain a precise statement of the facts relied upon, indicated the relief sought, and be signed by the grievor, and/or his or her representative. The Area Superintendent shall answer the grievance in writing within ten (10) days

of receipt of the grievance form.

(c) **Step 2**

If the reply of the Area Superintendent is not acceptable to the Branch, a written request will be made within ten (10) days to the management committee through the Director of Employee Relations. The Board's management committee shall meet within fifteen (15) days of receipt of the written request to deal with the grievance. The decision, in writing, to the Branch will be rendered within ten (10) days following the meeting. The grievor will attend the Step 2 grievance meeting.

The management committee shall be comprised of the Director of Education, the Superintendent of School Operations and the Director of Employee Relations.

(d) **Step**

If the reply of the management committee is unacceptable, the Branch may then apply for arbitration within fifteen (15) days of receipt of the reply.

8.04 A grievance arising directly between the Board and the Branch or the Federation may be initiated by either party commencing with Step 1 of the Formal Stage, within fifteen (15) days of the occurrence complained of.

8.05 The parties to this agreement are required to follow the procedures laid down in this Article in respect of a grievance and any Teacher as the case may be who appeals directly to any trustee of the Board shall thereby forfeit all rights under this article.

8.06 Time Limits specified in the grievance procedure may be amended by mutual agreement in

writing by the parties to the grievance.

8.07 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.

8.08 The parties agree that section 44(6) of the Ontario Labour Relations Act does not apply.

8.09 Arbitration

(a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

(b) The recipient of the notice shall, within ten (10) days inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.

(c) Where two appointees are so selected they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman,

(d) The two appointees so selected shall, within ten (10) instructional 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 appointees fail to agree upon a Chairman, the appointment shall be made by the Ontario Labour Relations Board upon request of either party.

(e) The single Arbitrator of the Arbitration Board, as the case may be, shall hear pertinent

representation by the parties and/or representative and determine the difference or allegation and shall issue a decision. The decision of a majority is the decision of the Arbitration Board; but if there is no majority, the decision of the Chairman governs.

(f) The Arbitrator or Arbitration Board, as the case maybe, shall not by the decision rendered, add to, delete from, modify or otherwise amend the provisions of the Agreement.

8.10 Cost of Arbitration

The fees for a single Arbitrator, or a Chairman of a Board of Arbitration shall be shared equally by the parties. Each party shall be responsible for the fees of its nominee.

ARTICLE 9 - INSURED EMPLOYEE BENEFITS

9.01 At the time of signing an agreement accepting a Long Term Occasional Teaching assignment with a term of 21 days or more, a Long Term Occasional Teacher may request, in writing, to be enrolled in the Board's employee benefit program. Such benefits will be effective from the date of commencement of the assignment.

9.02 In accordance with Article 9.01, the Board shall pay 100% of the premium cost of the extended health benefits and semi-private coverage, basic dental plan insurance and double salary life insurance. Such premium contributions shall continue until the expiry of the said Long Term Occasional Teacher agreement.

9.03 Effective September 1, 1992, or the first day of the second month following the signing of this Agreement, whichever is later, an Occasional Teacher who worked at least 90 full time equivalent days as an Occasional Teacher for the Board in the prior school year may, upon application, participate

in the Board's extended health, semi-private hospital care, and basic **dental** plans, provided that:

- (i) The Teacher assumes **90%** of the premiums; and
- (ii) The Teacher pays such premiums in advance in accordance with the Board's procedures.

9.04 (a) Each eligible Occasional Teacher shall, not later than June **30** of each year, complete and return the benefits election form provided by the Board.

(b) An eligible occasional Teacher who elects to participate in the Board's Employee Benefit program shall be a participant in the plans from September 1 to the following August **31** providing that the eligible Occasional Teacher:

- (i)** remains on the Board's list of Occasional Teachers;
- (ii)** remains available for work as an Occasional Teacher, **except as may be otherwise** permitted by the Board;
- (iii)** pays the Occasional Teacher's share under **9.03**; and
- (iv)** is not in arrears of payment of premiums.

(c) An Occasional Teacher enrolled in the Board's benefit program may continue participation in that Plan from the next September 1 to the following August **31** providing that the Occasional Teacher:

- (i)** works at least **90** full-time equivalent school days as an

Occasional Teacher with the Board during the current school year; and

(ii) fulfills the conditions set in the previous Articles.

(d) If the Occasional Teacher fails to comply with any of the conditions of Article 9.04, the Occasional Teacher's enrollment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the benefit program plans, and then, not until the Occasional Teacher again becomes eligible under 9.03.

ARTICLE 10 - PREGNANCY AND PARENTAL LEAVE

10.01 An Employee is entitled to an unpaid pregnancy or parental leave of absence as provided for in The Employment Standards Act.

ARTICLE 11 - SALARY

11.01 The Board shall pay, in respect of each day Of employment with the Board in an Occasional Teaching Assignment, the following rates of pay:

(a) **Short Term Assignments**

(i) qualified with degrees

effective February 1, 1992	\$153.86
effective September 1, 1992	\$161.55

(ii) qualified without degrees

effective February 1, 1992	\$122.89
effective September 1, 1992	\$129.03

The rates outlined in 11.01 (a) and (b) are inclusive of statutory holiday and vacation pay.

(b) Long Term Occasional Teachers

A Long Term Occasional Teacher shall be paid in accordance with the salary grid in effect pursuant to the Board's Elementary Teachers' Branch Affiliates Collective Agreement negotiated pursuant to the School Boards and Teachers Collective Negotiations Act. This amount includes the total of vacation and **statutory** holiday pay to which the Long Term Occasional Teacher is **entitled** under the applicable legislation.

11.02 It is agreed by the parties that the terms of this Collective Agreement provide to all employees covered by it, rights or benefits **regarding holidays** and vacation pay which are equal or greater than the minimum provided under the Employment Standards Act.

11.03 In the event of a late settlement between the Board and the elementary Branch Affiliates, increases in rate of pay shall be retroactive to the commencement of the Branch Affiliate Collective Agreement. Retroactive payments will only be made to Occasional Teachers actively on the Occasional Teacher List.

11.04 Occasional Teachers shall be paid once a **month on or about the 15th day of the month** following the month in which the work was performed provided that, the Occasional Teacher submits vouchers in accordance with the pay schedule established by the Board. Payment is by cheque to the location specified on the voucher.

11.05 Recognized teaching experience for the purpose of **11.01 (b)** above, shall include the following:

(a) Elementary or secondary school teaching experience in Ontario on a full-time basis that is

used to establish step on the grid. This is to be adjusted by the following:

- (i) Teaching experience in other schools or other jurisdictions may be used to establish the step on the grid at the time of hiring at the discretion of the Director.
- (ii) **Experience for part of a year will be credited at 1/10th of the yearly increment per month or major fraction thereof provided that the teaching was on a full-time basis and provided the teacher held a permanent or probationary contract or an Extended Occasional Teacher's Agreement with the Board or any other school board in Ontario. If such teaching was on a part-time basis the increment will be pro-rated. No credit shall be given under 11.05(a) (ii) for experience in the current school year.**
- (iii) **At the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been accepted In 11.05(a) (ii).**

11.06 In determining a Long Term Occasional Teacher's category placement on the Salary Grid, the Board will be guided by the definitions set out in Qualifications Evaluation Council of Ontario Programme 4.

11.07 It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with a **Qualifications Rating Statement and any supporting documents** prior to June 30 for retroactive adjustment to the first day of the first long term assignment of the current school year.

11.08 In the event 'that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled **termination date**, the Long Term Occasional Teacher will be given one (1) teaching days notice or one (1) days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than **misconduct**, disobedience, or neglect of duty on the part of the Long Term Occasional Teacher.

ARTICLE 12 - OCCASIONAL TEACHER LIST

12.01 To be eligible for inclusion on the Occasional Teacher List, an **Occasional** Teacher must have an **Ontario Teaching** Certificate, or equivalent unless otherwise permitted by the Board.

12.02 The Occasional List shall show the names, addresses and telephone numbers of such Occasional Teachers, and the subjects and/or divisions which **the Occasional Teacher is willing to teach**. The list will show any additional certificates required by the Province of Ontario to teach, **ESL** and Special Education, or any **other** subjects as determined by the Province.

12.03 At the time an Occasional Teacher is accepted for inclusion on the Occasional Teacher List, **the Occasional Teacher must select**, from among the geographic areas designated as available by the Board, **geographic areas and schools within which the Occasional Teacher wishes to be placed on the sub-list** for that designated geographic area. Notwithstanding the Occasional Teacher's selection of a particular geographic area or areas, or particular schools, the Board may request an Occasional Teacher to work in another geographic area or school if required.

12.04 It is the responsibility of each Occasional Teacher to notify the Area Office in writing of any change of address or change of telephone number needed to contact the Occasional Teacher regarding teaching assignments.

12.05 An Occasional Teacher who because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for 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 such Occasional Teacher must make 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 becoming unavailable for such reasons shall inform the appropriate area office staff of the date of commencement of a return from the period of unavailability.

12.06 An Occasional Teacher who does not teach once for the board in this bargaining unit for a period of one complete academic year shall be deemed to be removed from the Occasional Teacher List.

12.07 Any Occasional Teacher on the Occasional Teacher List who is contacted three times and either refuses for reasons that are not valid or cannot be reached shall be stricken from the Occasional Teacher List immediately. The Occasional Teacher shall have to requalify under the terms of the collective agreement to be reinstated on the Occasional Teacher List.

12.08 On or about the end of November and the end of May of each year, the **Board shall** provide the Federation with a copy of this Occasional Teacher List currently in effect.

**ARTICLE 13 - PRINTING OF.
COLLECTIVE AGREEMENT**

13 .01 The Board shall provide each Occasional Teacher **on the Occasional Teachers' List with a** copy of the **current collective agreement in force** between the Board and the Branch.

13.02 The Board shall provide to the principal of each elementary **school under the** jurisdiction of the Board, a copy of this Collective Agreement.

ARTICLE 14 - JOB VACANCIES

14.01 The Board shall consider the written statements of interest filed with the Board by Occasional Teachers interested in contract assignments.

14.02 The Board shall endeavour to provide a list of known Long Term Occasional positions on a monthly basis to the President of the Branch.

ARTICLE 15 - NO DISCRIMINATION

15.01 There shall be no discrimination, interference, restraint or coercion exercised or practised with respect to any Occasional Teacher **because of participation in lawful activities of** the Union.

ARTICLE 16 - BULLETIN BOARDS

16.01 The Board shall provide bulletin board space in each elementary school for the posting of notices which may be of interest to Occasional Teachers.

**ARTICLE 17 - CALLING OF
OCCASIONAL TEACHERS**

17.01 The Board shall endeavour to call qualified Occasional Teachers first to replace teachers who are absent.

**ARTICLE 18 - SICK LEAVE FOR LONG
TERM OCCASIONAL TEACHERS**

18.01 Upon the effective date of a Long Term Occasional Teacher Agreement, the teacher shall be entitled to sick leave credits in accordance with the following provisions of this article. The sick leave plan shall be subject to the final authority of the Board, the administration being vested in the Director of Education.

18.02 An eligible Long Term Occasional Teacher shall be granted sick leave with pay at the rate of one (1) day's credit for each ten (10) days of long term assignment completed. Sick leave credits will be accumulated and carried up to the end of the school year in which the Long-Term Occasional assignment was completed. No sick leave credits will be carried over into the following school year.

18.03 The sick leave credits accumulated by each Long Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. Such a teacher shall, when requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a registered medical or dental practitioner.

18.04 There shall be no payment made by the Board, other than in accordance with Article 18.03, to any Occasional Teacher in respect of unused sick leave credits accumulated while employed as a Long Term Occasional Teacher.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 Bereavement leave of up to' three (3) days shall be granted without loss of pay but as a deduction from sick leave credit to a Long Term Occasional Teacher in the event of the death of a spouse, parent, child, or grandparent.

ARTICLE 20 - JURY DUTY OR SUBPOENA

20.01 A Long Term Occasional Teacher who is selected for service as a juror or is required by subpoena to appear in court as a witness in any proceeding in which he or she is not a party to or one of the persons charged, Shall be paid the difference between the normal earnings and the payment the Occasional Teacher receives as a juror or a witness if such duty occurs during a Long Term Occasional Teaching assignment.

ARTICLE 21 - WORKING CONDITIONS

21.01 The Board shall endeavour to provide that the time table of the Occasional Teacher shall be structured in the same manner as it would have been for the teacher who is being replaced.

21.02 An Occasional teacher who accepts a full day teaching assignment with the Board shall be provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day.

21.03 Where a Long Term Occasional Teacher substitutes for a teacher who is receiving a travel allowance the Long Term Occasional shall receive, in accordance with the Board's procedures, reimbursement at the Board's current per kilometre rate.

ARTICLE 22 - PROFESSIONAL ACTIVITY DAYS

22 .01 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 sessions.

22.02 In the event an Occasional Teacher is required by the Board to attend a Professional Activity Day the Occasional Teacher shall receive the normal rate of pay for the day.

22.03 An Occasional Teacher not meeting the **conditions** in **22.01 or 22.02** may attend, without pay, scheduled Professional Activity **Days** arranged by the Board. Requests are to be made in writing to the Superintendent of Human Resources.

22.04 An Occasional Teacher shall, upon request, **have** access to the Board's in-service programmes on **a voluntary basis without pay**. Any fees charged for **an in-service program will be paid by the Occasional Teacher** at the same rate **as** that charged to a permanent contract teacher.

**ARTICLE 23 - OCCASIONAL TEACHER-BOARD
RELATIONS COMMITTEE**

23 .01 The Board and **the Federation** shall participate in a Liaison Committee composed of three (3) representatives appointed by each party, which shall meet when required **to** attempt to solve problems or issues arising during the term of this agreement. The Committee shall have such additional resources **as** the parties may agree are required.

23.02 The Committee **shall** meet at the request of either party at a mutually convenient time. The initial meeting shall be held within sixty (60) days of the signing of this Collective Agreement, with subsequent **meetings** at the Committee's discretion.

Minutes of the meetings will be at the Committee's discretion but shall be issued at least twice annually.

23.03 The Committee shall discuss issues of concern to either the Board or the Branch.

23.04 The Board shall attempt to notify the President of the Branch prior to implementing any major change in administrative procedures respecting Occasional Teachers.

23.05 The Committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.

ARTICLE 24 - PERSONNEL FILES

24.01 An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director as per Board Policy.

ARTICLE 25 - REPORTING PAY

25.01 An Occasional Teacher who reports for an assignment as a result of a call-out error on the part of the Board shall be paid a half-days pay for reporting for duty.

LETTER OF UNDERSTANDING RE: PROBATIONARY PERIOD

It is understood and agreed between the Board and the Federation that, for the purposes of Article 4.03, the parties shall take into account all days taught as an Occasional Teacher in the bargaining unit since November 1, 1991, but not prior to that date.