SCHEDULE I TO THE MEMORANDUM OF SETTLEMENT January 30th, 2009

Clause #	Clause	
1.1.0.	It is the intent of the parties and the purpose of this Agreement to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.	
2.0.0.	RECOGNITION	
2.1.0.	The Board recognizes the Ontario Secondary School Teacher Federation, hereinafter referred to as the Union, as the sole and exclusive Bargaining Agent for all Secondary Occasional Teachers covered under this Collective Agreement.	
2.2.0.	The Board further recognizes and O.S.S.T.F. confirms that O.S.S.T.F. has duly authorized the Secondary School Occasional Teachers' Bargaining Unit of O.S.S.T.F. District 12 Toronto hereinafter referred to as the OTBU , to act as the agent of O.S.S.T.F. in all matters relating to the negotiation, interpretation, administration, and application of this Agreement.	
3.1.1.	Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.	
3.2.1.	No Occasional Teacher shall be disciplined or discharged without just cause.	
3.2.2.	If the Board requires an occasional teacher to meet with his/her supervisor in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the occasional teacher that he/she has the right to have an O.S.S.T.F. representative present. If the occasional teacher elects to have O.S.S.T.F. representation, no discussion of the issues will take place until the O.S.S.T.F. representative is present in a timely fashion.	
4.0.0.	TERM OF THE AGREEMENT	
4.1.0.	This Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Ontario Labour Relations Act.	
4.1.1.	Either party wishing to amend or add to this Agreement prior to its expiration shall notify the other party to this effect, such notice to be given in writing, and the parties shall meet within 30 days to determine if the other party will agree to re-open the Agreement.	
5.0.0.	Definitions	
5.2.0.	"Board" shall mean the Toronto District School Board.	
5.3.0.	Effective September 1, 2010 "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of ten (10) or more consecutive school days as a substitute for one teacher.	
5.4.0.	"Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but	
	if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and	

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	if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
5.5.0.	"Occasional Teacher List" means a list of Occasional Teachers of the Bargaining Unit, who have been accepted by the Board as Occasional Teachers in the secondary panel. An occasional teacher for the purposes of this agreement shall mean a teacher who is a member of the College of Teachers.
5.6.0.	"Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the <u>Fewer School Boards Act</u> , 1997.
5.7.0.	"Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.
5.8.0.	"STBU" shall mean the OSSTF District 12 Toronto Secondary Teachers' Bargaining Unit.
6.1.0.	There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.
7.0.0.	BARGAINING UNIT DUES CHECK-OFF AND LOCAL LEVY
7.1.0.	The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) days of the dues being deducted. The Union shall annually inform the Board of the amount of such dues.
7.2.0.	In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the bargaining unit is authorized by its constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the District 12 Occasional Teachers' Bargaining Unit Treasurer within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings. It shall be the responsibility of the Bargaining Unit prior to August 15 th of a given year to provide the Board with the name and mailing address of the Treasurer.
7.3.0.	A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher's name, employee identification number, number of days worked and gross earnings for the period covered by the dues submission list and the dues/levy deducted.
7.4.0.	The Union and Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and or the Bargaining Unit.
8.0.0.	NO DISCRIMINATION
8.1.0.	Each of the parties agree there shall be no discrimination, interference, restraint or coercion exercised or practiced upon Occasional Teachers because of participation in any lawful Union activity.
11.0.0.	SALARIES
11.1.0.	A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule based on the number of full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board.

Clause #	Clause				
			0 – 100	After 100	
			Full-time Equivalent Days	Full-time Equivalent Days	
		Effective September 1, 2008	\$196.26	\$215.90	
		Effective September 1, 2009	\$202.15	\$222.38	
		Effective September 1, 2010	\$208.21	\$229.05	
		Effective September 1, 2011	\$214.46	\$235.92	
		above noted rates are inc		d statutory holiday pay.	•
12.0.0.	Long Term Occasional Teachers				
12.1.0.	A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out current collective agreement for the Board's secondary teachers but such payment shall be only after the ratification of this Agreement and shall be retroactive to the beginning of the to this Agreement.			be made e term of	
		on and statutory holiday pa	ne amount set out in the grid less an amount equivalent to the total o pliday pay to which the Occasional Teacher is entitled under applicable		
	teachir		ory placement following	erm Occasional Teacher's reconfirmation by the Board	
		ent on the secondary teache onal teaching assignment.	ers' salary grid shall be retro	pactive to the first day of the	ong term
		ong Term Occasional Teach ccasional teaching assignm		herein until the expiration of	the long
12.2.0.		acation and statutory holida applicable legislation shall b		Term Occasional Teacher is in 11.2.0 above.	entitled
12.3.0.		nized teaching experience serm occasional assignment r		year for each 20 days of teac	hing in a
12.4.0.	The group placement of a Teacher shall be determined by the Board based upon the Certification Rating Statement of OSSTF and the Group definitions set out in the O.S.S.T.F. Certification Plan in effect September 1, 2008.		rtification n Plan in		
12.4.1				rience shall include short-to District School Board obtain	

Clause #	Clause
	September 1, 2009 such that each twenty (20) days of accumulated experience shall equate to one-tenth of a year of credit. It is understood that this calculation applies to grid placement for long-term occasional teaching assignments only.
12.5.0.	It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.
12.6.0.	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 five teaching days' notice or five 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.
12.7.0.	A Professional Activity/Development Day shall not interrupt the continuity of a Long Term Occasional teaching assignment.
12.8.0.	A Long Term Occasional Teacher Assignment will not end in June until such time as marks and exams for which the Long Term Occasional Teacher has responsibility have been handed in as per school direction and timelines.
12.9.0.	Effective September 1, 2006, a Long Term Occasional Teacher who has a good or exemplary rating on a Teacher Performance Appraisal shall be entitled to an interview for the Eligible to Hire List for day school positions provided a completed application package has been submitted within Board timelines.
13.0.0.	SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS
13.2.1.	Notwithstanding 12.2.0., if the Board determines that an Occasional Teacher continues to replace a teacher for a temporary period that extends without interruption into a subsequent school year, the Occasional Teacher may, only during the period in the next school year in which this replacement continues, utilize unused sick leave credits accrued during the whole replacement period.
13.3.0.	A Long Term Occasional Teacher's absence for illness or injury for a period:
13.3.1.	of five consecutive school days or less may require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or
13.3.2.	of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.
13.4.0.	For the purpose of the administration of these sick leave provisions, the Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.
14.1.0.	Bereavement Leave
14.2.0	Bereavement Leave shall be granted by the Director without loss of salary for up to three days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family in order for the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.
14.3.0.	Bereavement Leave for one day without loss of salary but with deductions from sick leave credits

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	will be granted to a Long Term Occasional Teacher to attend the funeral of a close friend or relative other than the relatives covered under 13. 2 .0.
14.4.0.	Examination and Graduation
14.4.1.	A Long Term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director may be absent from duty without loss of pay as follows:
14.4.2.	for the purpose of writing university or similar examinations, one full day during which the examination occurs, and
14.4.3.	for the purpose of attending one's graduation from a recognized post secondary institution, one full day during which the graduation occurs.
14.4.4.	A Long Term Occasional Teacher who is absent during the long term assignment by reason of a summons to serve as a juror or a witness in any court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 11.2.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.
14.6.0.	Family Medical Leave
14.6.1.	The Employer, upon notification from the Occasional Teacher, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000 for up to eight (8) weeks in duration. The Occasional Teacher shall provide written notification as soon as possible. The Occasional Teacher shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the Employment Standards <i>Act</i> , 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
14.6.2.	If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.
14.6.3.	An Occasional Teacher on Family Medical Leave shall continue to accrue credit for seniority, sick leave and grid experience. The Occasional Teacher will continue to make contributions to the pension plan for the period of the leave, unless the Teacher elects, in writing, not to make contributions.
14.6.4.	The Employer shall continue to pay its portion of the costs of the Occasional Teacher's benefit coverage according to this Collective Agreement.
14.6.5.	The Employer shall provide the employee with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.
14.6.6.	The duration of the Family Medical Leave is as defined in the Employment Standards Amendment Act (Family Medical Leave), 2004.
15.1.0.	An evaluation of an Occasional Teacher may be made at the discretion of the principal, vice-principal or a Supervisory Officer.
19.3.0.	The Board shall, on or before October 15, December 15, February 15 and May 15 of each year, provide the Bargaining Unit with a copy of an updated Occasional Teacher List which will contain the name, Board employee number, address and telephone number for each Occasional Teacher on the Occasional Teacher List.
19.5.1.	Subject to 19.5.0., the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least five (5)

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	full time equivalent days in the preceding school year.
	Effective September 1 st , 2009, the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least ten (10) full time equivalent days in the preceding school year.
	Effective September 1 st , 2010, the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least fifteen (15) full time equivalent days in the preceding school year.
	Effective September 1 st , 2011, the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least twenty (20) full time equivalent days in the preceding school year.
20.1.1.	Staffing Committee
	A Staffing Committee shall be convened no later than June 1 of each year to review the staffing process for the upcoming year. This Committee shall be comprised of equal representatives from the Board and the OTBU. This Committee shall be a sub-committee of the Secondary Occasional Teachers' Consultation Committee.
	The Board and the OTBU agree to consult concerning the Board's occasional teacher requirements with reference to grade, subject, geographic needs and unfilled jobs. Such consultation shall include input from the occasional teaching department and the hiring/recruitment/staffing department.
	The Board and the OTBU will review the process under 19.5.1. including the mechanism available for a teacher to request reinstatement where the teacher did not meet the minimum number of qualifying days.
	The OTBU undertakes to inform its members of changes to the Board's occasional teacher requirements.
21.0.0	SECONDARY OCCASIONAL TEACHERS' CONSULTATION COMMITTEE
21.1.0.	The Board and the Bargaining Unit shall jointly establish the Secondary Occasional Teachers' Consultation Committee. The Committee will have as its members up to three members appointed from the Board's staff, one of whom shall be named as co-chairperson, and up to three members of the Bargaining Unit appointed by the Bargaining Unit, one of whom shall be named as co-chairperson by the Bargaining Unit. The composition of this committee may be modified by mutual agreement.
21.2.0.	The Committee shall meet at a mutually convenient time and within twenty calendar days of the written request of either party being received by the other.
21.3.0.	The Committee shall discuss issues of concern to either the Board or the Bargaining Unit but shall not consider any matter which is under negotiations or which is the subject of a grievance under the grievance procedure of this Agreement.
21.4.0.	Should a meeting be convened at a mutually agreed time which requires the early dismissal of an Occasional Teacher, the Occasional Teacher may attend such a meeting without loss of pay provided that the Occasional Teacher has been in the current assignment for at least 5 consecutive school days.
21.5.0.	Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.
22.0.0.	PRINTING OF THE AGREEMENT

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22.1.0.	The Board shall provide, at the Board's expense, a copy of this Agreement to each Occasional Teacher and shall provide the Bargaining Unit with (50) fifty copies once the printing has been completed.
23.0.0.	PERSONNEL FILES
23.1.0.	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 the person designated by the employer. The Occasional Teacher may be provided with a copy of any material contained in this file.
23.2.0.	The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.
23.3.0.	If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 15.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.
23.4.0.	Where the Board amends such information under 22.3.0. The Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.
24.0.0.	COMMUNICATIONS
24.1.0.	All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.
24.2.0.	Upon written request at least fifteen (15) calendar days in advance, and following the Board's approval of the budget, the Board will provide to the Bargaining Unit a copy of the minutes of the Board meeting containing information regarding the current operating budget allocations for Occasional teaching, current operating expenditures and projected staffing and enrolment.
26.1.0.	Subject to 26.1.1. and 26.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least six (6) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.
27.1.0.	Subject to 27.1.1. and 27.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least six (6) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.
27.2.2	The Board shall provide the Bargaining Unit with a list containing the Long Term Occasional Teacher position(s) posted and the name of the successful candidate for each position.
28.0.0.	ACCESS PROVISIONS
28.1.0.	Access to Day School Teacher Positions
28.1.1.	The Board will, in consultation with the Bargaining Agent, establish a process to ensure that

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	Occasional Teachers are aware of the deadlines for applying for day school teaching positions.		
28.1.2.	The Board will provide an information session to which Occasional Teachers shall have access, regarding the selection process, including the criteria for selection to the approved for hire list.		
28.2.0.	Access to Long Term Occasional Teaching Positions		
28.2.1.	When, at least 15 school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term assignment, the assignment shall be advertised on the Board's Intranet for a period of four days.		
	(i) After which time, interviews will be held by the appropriate staff to select the person to fill the long term assignment.		
	(ii) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.		
	(iii) To fill a long term occasional teaching assignment with a person, other than an Occasional Teacher already on the Occasional Teacher List, permission must be received from the Central Co-ordinating Principal Secondary Teaching or designate, prior to offering the position.		
29.0.0.	WORKING CONDITIONS		
29.1.0.	No Occasional Teacher shall be required to perform as part of that Occasional Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act , as amended from time to time, or Regulations thereunder.		
29.2.0.	No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection on a regular basis, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage, or manual expression of the bladder.		
30.2.0.	Salary for Continuing Education Occasional Teachers		
	September 1, 2008 3% increase per year September 1, 2009 3% increase per year September 1, 2010 3% increase per year September 1, 2011 3% increase per year		
X.X.X	Annually after September 1 st , upon written request by the Bargaining Unit, the Board shall provide, within 60 calendar days, data showing the number of Occasional Teachers' eligible to participate in the Insured Employee Benefit Plans and the number of Occasional Teachers' that are participating.		
Y.Y.Y	Annually after September 1 st , upon written request by the Bargaining Unit, the Board shall provide, within 60 calendar days, data showing the scattergram of Daily Occasional Teachers' salaries in the preceding school year.		
30.0.0	REGULARLY ASSIGNED SHORT TERM OCCASIONAL TEACHERS		
30.1.0.	"Regularly Assigned Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher and who is regularly assigned to a specific school(s), a family of schools and/or specific day(s) of the week for the purpose of providing coverage for full day secondary school contract teacher absences.		

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30.1.2.	A Regularly Assigned Short Term Occasional Teacher may accept employment as a short term occasional teacher at the school(s) and/or on the day(s) not specified as a "regular assignment" in 30.1.0.
30.2.0.	No later than October 31 for Semester One or February 28 for Semester Two, the Board shall determine, after consultation with the Bargaining Unit, which schools require a Regularly Assigned Short Term Occasional Teacher and for which days this requirement is needed.
30.3.0.	Within one (1) week after the determination in 30.2.0 is made, the Board shall post internally, vacancies for the Regularly Assigned Short Term Occasional Teacher positions.
30.4.0.	A Regularly Assigned Short Term Occasional Teacher shall be hired and assigned to a specific school or a family of schools on specific days on a semester basis in semestered schools, on a yearly basis in a full year school, or a semester basis in full year schools.
30.4.1.	A Regularly Assigned Short Term Occasional Teacher may be renewed for second semester in a full year school without further posting.
30.5.0.	The Board shall compile a list of potential Regularly Assigned Short Term Occasional Teachers should a Regularly Assigned Short Term Occasional Teacher not be available for an extended period of time.
30.5.1.	Should a Regularly Assigned Short Term Occasional Teacher choose to relinquish the position, the Board shall post the position where administratively feasible or use a Regular Assigned Short Term Occasional Teacher from the list in 30.5.0.
30.6.0.	A Regularly Assigned Short Term Occasional Teacher shall be paid the same rate of pay as a Short Term Occasional Teacher.
30.7.0.	A Regularly Assigned Short Term Occasional Teacher shall receive all of the entitlements of a Short Term Occasional Teacher.
Letter of	LETTER OF INTENT
Intent	Re: Occasional Teacher Evaluation
	A Committee shall be established, not later than April 30, 2009, to develop an evaluation process for secondary occasional teachers and to improve their access to permanent teaching positions. The Committee shall complete its work no later than December 18, 2009. The deadline may be extended by mutual consent.
	The Committee shall be a sub-committee of the Secondary Occasional Teachers' Consultation Committee. It shall consist of up to four representatives designated by the Board and up to four representatives designated by the Union. Each party shall name a co-chair.
	The Committee shall establish a schedule of up to six meetings.
	The purpose of the Committee is to make recommendations by consensus for the evaluation of short term and long-term occasional teachers. The topics for recommendation may include: • the evaluation process including a debriefing component; • access to the evaluation process, including requests by teachers for evaluations • the form(s) to be used; • a process for identification of those occasional teachers for whom the Board shall provide
	 an interview for the eligible to hire list; a process for identifying applicants on the eligible to hire list that are already members of the Secondary Occasional Teacher Bargaining Unit;

Clause #	Clause
	an implementation plan for the evaluation process
	The Committee shall make recommendations to the Executive Officer of Employee Services.
Letter of	Letter of Understanding
Under- standing	Re: Short Term Occasional Teacher Materials
	The Secondary Occasional Teachers' Consultation Committee shall annually review the practices of schools in respect to short term occasional teacher materials. The list of items to be reviewed shall include:
	Current class list for each class assigned
	Current seating plan for each class assigned
	A map of the school
	A copy of the school discipline code and other relevant policies
	The name(s) of appropriate teacher(s) from whom the occasional teacher may expect to receive assistance in the assigned subject(s) or classes (and their location)
	Detailed lesson plans for each class
	School timetable for that day
	Details of any special events planned for that school day
	Particulars of medical needs of students
	Key access to washrooms, classrooms and all facilities appropriate to the Occasional Teacher's assignment.
Letter of Under- standing	Letter of Understanding Member Services Training and Professional Development
Standing	The parties agree that the Board shall provide \$40 000 each school year to the Bargaining Unit (OTBU) in order to provide Member Services Training and Professional Development. The OTBU shall upon request provide an accounting each year of the fund's expenditure.

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