

**AGREEMENT BETWEEN  
THE  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(OCCASIONAL TEACHERS' LOCAL)  
  
AND THE  
  
DISTRICT SCHOOL BOARD OF NIAGARA**

**(September 1, 2000 - August 31, 2004)**

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**ARTICLE 1**

**PURPOSE**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Board and its employees and to provide an amicable method of settling any differences or grievances which may arise with respect to matters covered by this Collective Agreement.

**ARTICLE 2**

**RECOGNITION**

- 2.01 The District School Board of Niagara, herein after referred to as "the Board", recognizes the Elementary Teachers' Federation of Ontario, herein after referred to as "the Union", as the exclusive bargaining agent for all occasional teachers employed by the District School Board of Niagara in all its elementary schools save and except employees in bargaining units for which any trade union holds subsisting bargaining rights.
- 2.02 Permanent and probationary part-time teachers employed under the Collective Agreement for regular day-school Elementary Teachers who are accepted by the Board for additional employment as occasional teachers shall be covered by this Agreement in respect of such Occasional Teaching employment.
- 2.03 The Board recognizes the Negotiating Committee of the Union as the official body to represent the Occasional Teachers in the elementary panel and to negotiate on their behalf.
- 2.04 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise or represent it in all matters pertaining to negotiation of this Agreement.
- 2.05 Up to four (4) occasional teachers serving on the Negotiating Committee shall receive salary for a maximum of five (5) days spent negotiating with the Board's Negotiating Committee prior to conciliation, provided the time involved interrupts a planned teaching

assignment or a call to teach on the day of negotiations.

### **ARTICLE 3**

### **TERMS OF AGREEMENT**

- 3.01 This agreement shall become effective upon the date of signing of the Agreement and shall remain in full force and effect until August 31, 2004.
- 3.02 It is understood and agreed that in the event a new agreement has not been reached by the date of expiry of the present agreement, all terms and provisions of the present agreement shall continue in force and effect until such time as it is superseded by a new agreement.
- 3.03 This agreement shall form the basis of computing all salaries and other conditions defined herein. Any amendments to this agreement shall be made in writing and by mutual consent.

### **ARTICLE 4**

### **DEFINITIONS**

- 4.01 "Occasional teacher" shall bear the meaning given in the *Education Act*, as amended from time to time. The current meaning set out in the *Education Act* is as follows "
- "A teacher is an occasional teacher if he or she is employed to teach as a substitute for a teacher or temporary teacher who is or who was employed by the board in a position that is part of its regular teaching staff including continuing education but,
- (a) 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
  - (b) 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."
- 4.02 An occasional teacher hired on or after the date of ratification of this Agreement by the Union shall be a Probationary Occasional Teacher for one (1) year from the day they are appointed to the Occasional Teacher List.
- 4.03
- (a) Effective February 1, 1999, "Short-Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is fifteen (15) consecutive teaching days or less.
  - (b) Effective September 1, 2002, "Short-Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is ten (10) consecutive teaching days or less.
- 4.04
- (a) Effective February 1, 1999, "Long-Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is longer than fifteen (15) consecutive teaching days.

- (b) Effective September 1, 2002, "Long-Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is longer than ten (10) consecutive teaching days.

4.05 "Local" as used in this collective agreement means the Niagara Occasional Local of the Union.

4.06 "Days" shall mean the school day as defined in the *Education Act* and Regulations.

4.07 "Qualified Occasional Teacher" means an occasional teacher who holds a valid Ontario Teacher's Certificate or equivalent and is a member in good standing with the Ontario College of Teachers.

4.08 "Unqualified Occasional Teacher" means an occasional teacher who does not hold a valid Ontario Teacher's Certificate or is not a member in good standing with the Ontario College of Teachers.

4.09 "Negotiating Committee" refers to the body of duly constituted representatives as such according to the Constitution and By-Laws of the Union.

4.10 "Occasional Teacher List" means a list of all occasional teachers who have been accepted by the Board to teach as occasional teachers in the elementary panel of the District School Board of Niagara and shall be deemed to include those individuals as provided for in Article 2.02.

## **ARTICLE 5**                    **MANAGEMENT RIGHTS**

5.01 The Board has the right to manage its school system and all rights shall remain exclusively with the Board except as specifically limited by the provisions of this agreement. Without restricting the rights set out above, the Union recognizes the right of the Board to :

- (a) Hire, direct and place all occasional teachers. To discipline, suspend and discharge, for just cause, any occasional teacher subject to the right of the Union to lodge a grievance on behalf of the occasional teacher in a manner and to the extent herein provided;
- (b) To determine, plan and control the nature and the quality of teaching programmes and subjects to be taught in the school system;
- (c) To operate and manage its school system in accordance with its obligations and to make and alter, from time to time, rules and regulations to be observed by the occasional teachers, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- (d) To establish the hours of school and the school year and such other duties and responsibilities of the Board as are outlined in the Acts and Regulations pertaining to Education in Ontario.

## **ARTICLE 6**

### **DUES CHECK-OFF**

- 6.01 All occasional teachers shall, as a condition of employment, pay Local dues in accordance with Section 43 of the *Ontario Labour Relations Act*. All new occasional teachers shall as a condition of employment, become and remain members of the Union.
- 6.02 The Board shall deduct for every pay period for which an occasional teacher receives a pay cheque an amount to be stipulated to the Board by the Union in accordance with the constitution and by-laws of the Union. The amount of dues to be deducted shall be stipulated in writing to the Board immediately following any amendment. The Board will implement any changes in such dues in the first available pay period following such notice or at such later date as may be mutually agreed.
- 6.03 Deductions made from the payroll period shall be forwarded to the Secretary of the Union and the Local not later than the fifteenth (15th) day of each month following, accompanied by a list of the names and addresses of all occasional teachers from who wages the deductions have been made.
- 6.04 The Union agrees to indemnify and save the Board harmless from any form of liability as a result of deductions authorized and made on behalf of the Union.
- 6.05 At the request of the Union, the Board shall make the appropriate payroll deductions from an occasional teacher's pay for the purposes of a Union levy.

## **ARTICLE 7**

### **NO DISCRIMINATION**

- 7.01 The Board and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practiced upon any occasional teacher because of membership in the Union.

## **ARTICLE 8**

### **NO STRIKES - NO LOCKOUTS**

- 8.01 The Board agrees that there shall be no lock-out of occasional teachers and the Union agrees that there shall be no strike action so long as this Agreement continues to operate. Lockout and strike shall be defined in the *Ontario Labour Relations Act*, as amended from time to time.

## **ARTICLE 9**

### **JUST CAUSE**

9.01 An occasional teacher covered by this collective agreement shall not be discharged or disciplined except for just cause.

#### **ARTICLE 10 CORRESPONDENCE**

10.01 All correspondence between the parties to this agreement shall pass between the Director of Education or his/her designate and the President of the Union with a copy to the Local.

#### **ARTICLE 11 GRIEVANCE PROCEDURE**

11.01 It is the mutual desire of the Board and the Union to settle any dispute as quickly as possible. Every effort shall be made to amicably resolve a disagreement or misunderstanding between the occasional teacher and the appropriate principal before the matter becomes a grievance.

11.02 A grievance is defined as any dispute concerning interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

11.03 An occasional teacher shall have access to the grievance procedure under this Collective Agreement.

11.04 When a grievance is filed, it must be in writing, must set out the nature and circumstances of the complaint, the Article of the Agreement violated, and the remedy sought.

##### **STEP 1**

11.05 Grievance(s) must be submitted by the Union in writing to the appropriate Superintendent or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

##### **STEP 2**

11.06 Failing satisfactory settlement at Step 1, the Union shall file the grievance in writing with the Director of Education within ten (10) days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education. A written response will be provided to the Union from the Director of Education within five (5) school days of the meeting.

##### **STEP 3 - ARBITRATION**

11.07 Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration within fifteen (15) school days of receipt of the Step 2 response.

- 11.08 The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation. The notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, then shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.
- 11.09 Upon the mutual consent of the parties, the Board of Arbitration provided herein may be substituted for by a sole Arbitrator appointed by the parties, or, if they are unable to agree on the selection of an Arbitrator, by the Ontario Labour Relations Board.
- 11.10 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employee or employees affected by it.
- 11.11 Both parties agree to pay one-half (1/2) of the fees and expenses of the single Arbitrator or the fees and expenses of the parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.
- 11.12 The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Union or Director of Education.
- 11.13 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time line for grievance mediation to occur.
- 11.14 Prior to the Arbitration, the parties may agree to a final and binding settlement of the grievance which varies the disciplinary action and reinstates the occasional teacher on such terms they think fit and which they consider to be just and equitable.
- 11.15 In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the occasional teacher on such terms they think fit and which they consider to be just and equitable.

#### GENERAL

- 11.16 Where an occasional teacher alleges an unjust removal from the Occasional Teacher List, the occasional teacher may file a grievance at Step 2 above within ten (10) school days of notice of removal from the Occasional Teacher List.
- 11.17 At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses.



- 11.18 Failure by the party lodging the grievance to proceed to the next step of the grievance procedure within the stated time limit shall result in the grievance being deemed to be settled in accordance with the decision rendered at the previous step.
- 11.19 Failure of the party against whom the grievance is lodged to respond within the specified time limits shall entitle the grievor to proceed to the next step.
- 11.20 The time limits fixed in this grievance procedure and one or more steps in the grievance procedure may be omitted or extended by mutual consent in writing of the parties, in respect to the processing of a particular grievance.
- 11.21 Either party may use alternates in lieu of the persons designated in the procedure.
- 11.22 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.
- 11.23 If there are several grievances covering similar matters, they may be heard or considered together as one grievance.

## **ARTICLE 12 JOB POSTINGS**

- 12.01 When long-term Occasional Teacher positions are known at least four (4) weeks in advance, the Board agrees to post the positions by grade and/or subject for a period of five (5) school days. Such posting requirement will have been properly fulfilled when notice of vacancy has been posted on the Board's web site and a copy has been furnished to the Union president at the address specified by the Union.
- Occasional teachers applying for long-term Occasional Teacher positions will apply directly to the Principal in the school in which the vacant position exists, in accordance with application procedures established by the Human Resources Department.
- 12.02 Until December 31, 2001, a copy of the notice of vacancy will be sent to each elementary school or work site for posting on the bulletin board.
- Effective January 1, 2002 :
- Postings for long-term Occasional Teacher positions will appear on the Board's web site. Occasional teachers applying for long-term Occasional Teacher positions will apply directly to the Principal in the school in which the vacant position exists, in accordance with application procedures established by the Human Resources Department.
- 12.03 Occasional teachers on the Board's Recommend to Hire List shall be eligible for consideration for contract positions available within the Board. All qualified occasional teachers on the existing Occasional Teachers List who are not on the Board's Recommend to Hire List shall be granted a screening interview provided they request an interview, in writing, in accordance with timelines and application procedures determined

by the Superintendent of Schools - Staffing.

12.04 A copy of Job Postings for statutory elementary school teachers shall be forwarded to or be available electronically to the President of the Occasional Teachers' Union Local.

**ARTICLE 13 OCCASIONAL TEACHER LISTS (QUALIFIED AND UNQUALIFIED)**

13.01 Prior to June 30<sup>th</sup> of each year, the Human Resources Department will send a Renewal Form to each occasional teacher on the Occasional Teacher Lists. Those occasional teachers wishing to remain on the Lists for the subsequent school year will complete and return the Renewal Form by August 15<sup>th</sup>. Occasional teachers not returning the Renewal Form by the required date shall have his/her name removed from the Occasional Teacher Lists.

13.02 An occasional teacher's name shall be removed from the Lists if he/she asks to have his/her name removed from the Lists. The Board shall grant the request.

- 13.03 (a) The Board will provide to the Union President, by October 15<sup>th</sup> of each year, lists of occasional teachers indicating the name, address, telephone number, certificates, preferred subjects/ divisions/grades and the geographical areas where that teacher has indicated he/she would teach.
- (b) Amendments to the Lists will be available to the Local electronically, indicating the information set out in Article 13.03 (a) above.
- (c) Revised lists of occasional teachers will be provided to the Union by February 15<sup>th</sup> of each year.
- (d) If the appropriate Superintendent of Schools or his/her designate determines that the needs of the Board cannot be met by maintaining the present complement of occasional teachers, additional occasional teachers may be added to the list with notification to the President of the Union. Additional names shall only be added to the Occasional Teacher List to satisfy :
- (i) a demonstrable need for occasional teachers with specialized teaching qualifications, or
  - (ii) a demonstrable need due to insufficient numbers of occasional teachers available to serve particular geographical areas or divisional levels.

13.04 Occasional teachers, qualified in accordance with the *Education Act* and Regulations, shall be placed on the Qualified Occasional Teacher List.

13.05 Except as provided for in the *Education Act* and its Regulations, an occasional teacher must have an Ontario Teacher Certificate or a Letter of Eligibility or Standing from the Ministry of Education and Training and be a member in good standing with the Ontario College of Teachers.

13.06 Prior to being placed on the Qualified Occasional Teacher List, an applicant must submit

proof of certification, registration with the Ontario College of Teachers, and all other documentation as required by the Board.

- 13.07 Occasional Teachers shall notify the Human Resources Department of the board and the Union, in writing, of any change of address and/or telephone number required by the Board to contact the occasional teacher regarding teaching assignments.
- 13.08 An occasional teacher shall be available until 8:30 a.m. for assignment or otherwise provide reasonable grounds for refusing such assignment.
- 13.09 Employees on the Occasional Teacher List may apply for any available teaching position within the Board for which the occasional teacher is suitably qualified, subject to the conditions set out in Article 12.03 and the provisions of the Collective Agreement for Elementary School Teachers.

#### **ARTICLE 14 CALLING AND REPORTING OF OCCASIONAL TEACHERS**

- 14.01 Occasional teachers shall indicate their preferences according to administrative area, division and subjects on the Board's information form.
- 14.02 Occasional teacher assignments shall be made according to the information provided by the occasional teacher as per Article 14.01.
- 14.03 (a) There shall be no change to the current method of calling occasional teachers without prior consultation with the Union in an Occasional Teacher - Board Relations Committee meeting.
- (b) The method of reporting time worked shall be by completed time sheets submitted weekly.
- 14.04 Any revision to the method of calling or the reporting of time worked by occasional teachers shall be set out in writing in the Occasional Teacher Handbook, published annually by the Board.
- 14.05 Notwithstanding the right of the principal and/or occasional teacher to request specific individuals, qualifications and assignments, only certified occasional teachers shall be called who shall be assigned in each region on an on-going alphabetical basis.
- 14.06 The minimum teaching assignment for an occasional teacher shall not normally be for less than 0.5 of a day unless the regular teacher being replaced has a less than 0.5 assignment.

#### **ARTICLE 15 OCCASIONAL TEACHER-BOARD RELATIONS**

- 15.01 The Occasional Teacher - Board Relations Committee shall be composed of up to three

(3) members representing the Board and up to three (3) members representing the Union.

15.02 Unless otherwise mutually agreed, meetings of the Occasional Teacher - Board Relations Committee shall be arranged as soon as practical but no later than ten (10) days from receipt of the notice from the Party requesting the meeting. Requests to arrange a meeting shall also include an agenda of items to be considered. All meetings shall be arranged through the Human Resources Department and the Local President.

15.03 It shall be the purpose of the Committee to discuss hiring and calling procedures, matters of mutual concern, investigate problems that may arise involving the Parties to this Collective Agreement, and, where appropriate, make recommendations to the Parties of this Agreement.

15.04 An occasional teacher who wishes access to his/her file may submit a request, in writing, to the Human Resources Department. The applicable information shall ordinarily be made available for review within three (3) school days of receipt of the request. The occasional teacher may request, from the appropriate Superintendent of Schools, the removal of any document in the file containing negative comments that are two (2) or more years old. An occasional teacher shall have the right to place material in his/her personnel file.

15.05 At the request of the Union and subject to full reimbursement by the Union, the Board shall grant up to .50 paid release time to one (1) member of the Union in order to conduct Union business. The member shall accumulate occasional teaching experience as if employed as an occasional teacher. This release time shall be paid according to the member's long-term rate of pay.

15.06 In addition to the person released in Article 15.05 above, the Board may grant further release time from long-term teaching duties for additional members of the Union, subject to full reimbursement by the Union, subject to application and approval of the Local. The occasional teacher shall continue to accumulate teaching experience for the period of approved leave.

## **ARTICLE 16 SALARY**

16.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

(A) Short-Term Occasional Teachers

Effective January 1, 1999 :

- (a) Occasional Teachers in possession of an Ontario Teacher's Certificate and an Ontario Bachelors Degree (or equivalent) - \$128.31 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (b) Occasional Teachers in possession of an Ontario Teacher's Certificate but not holding an Ontario Bachelors Degree (or equivalent) - \$123.00 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (c) Occasional Teachers not in possession of an Ontario Teacher's Certificate - \$100.00 per day (which includes \$2.00 per day in lieu of any other employee benefits).

Effective September 1, 2001 :

- (a) Occasional Teachers in possession of an Ontario Teacher's Certificate and an Ontario Bachelors Degree (or equivalent) - \$132.16 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (b) Occasional Teachers in possession of an Ontario Teacher's Certificate but not holding an Ontario Bachelors Degree (or equivalent) - \$126.69 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (c) Occasional Teachers not in possession of an Ontario Teacher's Certificate - \$102.00 per day (which includes \$2.00 per day in lieu of any other employee benefits).

Effective February 1, 2002 :

- (a) Occasional Teachers in possession of an Ontario Teacher's Certificate and an Ontario Bachelors Degree (or equivalent) - \$137.45 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (b) Occasional Teachers in possession of an Ontario Teacher's Certificate but not holding an Ontario Bachelors Degree (or equivalent) - \$131.76 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (c) Occasional Teachers not in possession of an Ontario Teacher's Certificate - \$104.00 per day (which includes \$2.00 per day in lieu of any other employee benefits).

Effective September 1, 2002 :

- (a) Occasional Teachers in possession of an Ontario Teacher's Certificate and an Ontario

Bachelors Degree (or equivalent) - \$141.57 per day (which includes \$2.00 per day in lieu of any other employee benefits).

- (b) Occasional Teachers in possession of an Ontario Teacher's Certificate but not holding an Ontario Bachelors Degree (or equivalent) - \$135.71 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (c) Occasional Teachers not in possession of an Ontario Teacher's Certificate - \$106.00 per day (which includes \$2.00 per day in lieu of any other employee benefits).

Effective February 1, 2003 :

- (a) Occasional Teachers in possession of an Ontario Teacher's Certificate and an Ontario Bachelors Degree (or equivalent) - \$147.23 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (b) Occasional Teachers in possession of an Ontario Teacher's Certificate but not holding an Ontario Bachelors Degree (or equivalent) - \$141.14 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (c) Occasional Teachers not in possession of an Ontario Teacher's Certificate - \$108.00 per day (which includes \$2.00 per day in lieu of any other employee benefits).

Effective September 1, 2003 :

- (a) Occasional Teachers in possession of an Ontario Teacher's Certificate and an Ontario Bachelors Degree (or equivalent) - \$151.65 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (b) Occasional Teachers in possession of an Ontario Teacher's Certificate but not holding an Ontario Bachelors Degree (or equivalent) - \$145.37 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (c) Occasional Teachers not in possession of an Ontario Teacher's Certificate - \$110.00 per day (which includes \$2.00 per day in lieu of any other employee benefits).

Effective February 1, 2004 :

- (a) Occasional Teachers in possession of an Ontario Teacher's Certificate and an Ontario Bachelors Degree (or equivalent) - \$157.72 per day (which includes \$2.00 per day in lieu

of any other employee benefits).

- (b) Occasional Teachers in possession of an Ontario Teacher's Certificate but not holding an Ontario Bachelors Degree (or equivalent) - \$151.18 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (c) Occasional Teachers not in possession of an Ontario Teacher's Certificate - \$112.00 per day (which includes \$2.00 per day in lieu of any other employee benefits).
- (B) Effective August 31, 2004, \$157.72 will be converted to a fraction of Cat. A1, 0 years of the District School Board of Niagara's Elementary Teachers' Salary Grid in effect on August 31, 2004. This fraction will be used on an ongoing basis to determine the short-term daily rate (which shall include \$2.00 per day in lieu of any other employee benefits) for an Occasional Teacher possession of an Ontario Teacher's Certificate and an Ontario Bachelors Degree (or equivalent).

Effective August 31, 2004, \$151.18 will be converted to a fraction of Cat. A, 0 years of the District School Board of Niagara's Elementary Teachers' Salary Grid in effect on August 31, 2004. This fraction will be used on an ongoing basis to determine the short-term daily rate (which shall include \$2.00 per day in lieu of any other employee benefits) for an Occasional Teacher possession of an Ontario Teacher's Certificate but not holding an Ontario Bachelors Degree (or equivalent).

Effective August 31, 2004, \$112.00 will be converted to a fraction of Cat. A, 0 years of the District School Board of Niagara's Elementary Teachers' Salary Grid in effect on August 31, 2004. This fraction will be used on an ongoing basis to determine the short-term daily rate (which shall include \$2.00 per day in lieu of any other employee benefits) for an Occasional Teacher not in possession of an Ontario Teacher's Certificate.

- (C) The parties agree that effective August 31, 2004, pay equity with the Occasional Teachers' Bargaining Unit has been achieved and that all obligations under the *Pay Equity Act* have been met.
- (D) Effective February 1, 1999 :

Long-Term Occasional Teacher - A short-term occasional teacher required to teach in the same assignment for more than fifteen (15) consecutive days shall be placed on the Board's salary grid for elementary teachers in accordance with the recognized teaching experience and category placement effective on the sixteenth (16<sup>th</sup>) day of teaching, retroactive to the first (1<sup>st</sup>) day that the assignment began.

Effective September 1, 2002 :

Long-Term Occasional Teacher - A short-term occasional teacher required to teach in the same assignment for more than ten (10) consecutive days shall be placed on the Board's salary grid for elementary teachers in accordance with the recognized teaching experience and category placement effective on the eleventh (11<sup>th</sup>) day of teaching, retroactive to the first (1<sup>st</sup>) day that the assignment began.

- (E) In the event a new collective agreement for elementary teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for occasional teachers. Occasional teachers who were on the list and received salary as a long-term occasional teacher during the period for which an such retroactivity applies shall receive retroactive pay.

16.02 Where an occasional teacher is employed on a part day basis to replace a part-time regular teacher, the occasional teacher shall be pro-rated in the same proportion as the part-time assignment bears to the full-time assignment.

16.03 An occasional teacher will be informed at the end of the school day, whether or not he/she is required for a teaching assignment the following day in the same school.

16.04 (a) For the purposes of qualifying for the long-term occasional salary rate, statutory holidays, Professional Activity Days or leave days granted as per Articles 15.06 and 18.01 shall not be considered a break in service.

- (b) When determining the rate of pay for a long-term occasional teacher, Board designated P.D. days will be counted as part of the assignment, with pay and the long-term occasional teacher will be expected to attend the professional activity scheduled.

16.05 Category placement shall be in accordance with the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Programme 4. It is the responsibility of a long-term occasional teacher to provide the Board with his/her Qualification Rating Statement.

16.06 An occasional teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount at the level in the higher group as follows :

- (a) Where a long-term occasional teacher qualifies for a change in category on the basis of work completed prior to September 1, the adjustment will be made effective from the commencement of the first long-term assignment of that school year (retroactive where necessary) upon submission of the proper documents to the Board.
- (b) To qualify for an adjustment as set out in (a) above, the occasional teacher must provide the necessary documentation to the Human Resources Department by December 31.
- (c) Where a long-term occasional teacher qualifies for a change in category on the basis of work completed after September 1 but before January 1, the adjustment will be made effective from the commencement of the first long-term assignment after January 1 (retroactive where necessary) upon submission of the proper documents to the Board.
- (d) To qualify for an adjustment as set out in (a) above, the occasional teacher must provide the necessary documentation to the Human Resources Department by May 31.
- (e) Notwithstanding the timelines set out in (b) and (d) for the submission of documentation, the Board shall give due consideration to any special cases in which the occasional teacher is unable to produce the required documentation through no fault of his or her own.



- 16.07 (a) When it is known in advance that a long-term occasional teacher is scheduled to teach for a period of three (3) months or more, that occasional teacher shall, upon written request, be eligible to participate in the Employee Benefit Plan in effect for teachers employed under the Collective Agreement for regular day-school Elementary Teachers, save and except Long Term Disability Insurance. Such coverage shall be provided only to those occasional teachers not covered by another group insurance plan.
- (b) Participation in the Employee Benefit Plan referred to above shall be in accordance with the terms and conditions in effect for teachers employed under the Collective Agreement for regular day-school Elementary Teachers and shall extend only for the duration of the long-term occasional teacher assignment.
- 16.08 (A) Recognized teaching experience shall be based upon:
- (a) (i) Full-time and part-time teaching experience gained in public elementary and/or secondary schools in Ontario.
- (ii) Full-time and part-time teaching experience gained in public elementary and/or secondary schools outside Ontario, but within Canada.
- (iii) At the discretion of the Board, credit will be given for full-time and part-time qualified teaching experience gained in elementary and secondary schools outside of Canada, and
- (b) the number of days of experience obtained as an occasional teacher divided by 200.
- (B) All experience shall be validated to the satisfaction of the appropriate Superintendent of Schools and shall be experience acquired prior to the first day of each contract year.
- 16.09 (a) Occasional teachers may request the issuance of an Employment and Immigration Canada Record of Employment certificate before the last teaching day in June provided there has been a seven (7) day interruption of earnings.
- (b) Occasional teachers may request the issuance of an Employment and Immigration Canada Record of Employment certificate at the end of the school year.

## **ARTICLE 17 SICK LEAVE**

- 17.01 A long-term occasional teacher shall be entitled to two (2) days per month sick leave credit (pro-rated for part-time employment) which shall not be accumulative beyond the school year unless :
- (a) the long-term occasional teacher is subsequently awarded a teaching position under the collective agreement for regular day-school Elementary Teachers and provided there has been no break in employment between the extended assignment and commencement of duties and the awarding of the regular teaching position; or

- (b) the long-term occasional teacher continues in the same teaching assignment into a second school year, as provided for under Article 4.01 (b).
- 17.02 Sick leave credits from other employers or previous employment with the District School Board of Niagara (or its predecessor Boards) shall be non-transferrable.
- 17.03 Short-term occasional teachers, while on short-term assignment, shall not be entitled to sick leave credits nor eligible to draw on previously earned sick leave credits.
- 17.04
- (a) After five (5) consecutive days of absence caused by illness, no leave shall be allowed unless a certificate of a physician or dentist is furnished to the Human Resources Department certifying the inability of the teacher to attend to his/her duties.
  - (b) The Board reserves the right, after consultation with the area Superintendent of Schools and Principal concerned, to require a certificate from a medical practitioner for a period of absence which is less than five (5) days.
  - (c) Prior to the implementation of paragraph (b) above, the teacher and the President of the Local shall be notified by the Board that a medical certificate may be required.
- 17.05
- (a) In the event an occasional teacher is required to be absent from an assignment due to illness, the occasional teacher shall notify the principal of the school to which he/she is assigned.
  - (b) If the occasional teacher is unable to accept an assignment for a period of time, the occasional teacher shall notify the Human Resources Department of this fact.

## **ARTICLE 18 LEAVE PLANS**

- 18.01 A long-term occasional teacher shall upon request be granted leave, without deductions from sick leave credits, loss of seniority and without loss of total salary as follows :
- (a) Up to three (3) days for the funeral of a member of the occasional teacher's immediate family, which includes father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or any other relative who lived in the same house. It is understood that, for the purposes of this Article, "spouse" includes common-law and same-sex partners.
  - (b) For the purpose of mourning when unable to attend the funeral as in (a) above - one (1) school day.
  - (c) One (1) school day for the funeral of a brother-in-law or sister-in-law.
  - (d) Acting as a pallbearer at a funeral - one (1) day.
  - (e) Quarantine or other order of Medical Health Authorities.

- (f) Jury duty as a witness in any court to which the occasional teacher has been summoned in any proceeding to which the occasional teacher is not a party or one of the persons charged, provided that the occasional teacher pays to the Board any fees, exclusive of travelling and living expenses, received as a juror or witness.
- (g) Provided prior approval is granted by the Director of Education or his/her designate, an occasional teacher may be granted such leave for other special reasons not to exceed two (2) days.

18.02 Upon the request of an occasional teacher on the Occasional Teacher List to do so, the Board shall permit the voluntary removal of the occasional teacher's name from the List for a period up to and including one (1) school year. It shall be the responsibility of the Occasional Teacher to notify the Board and the Union, in writing, of his or her desire to be temporarily removed from the List. Upon the expiry of the period of leave, the occasional teacher shall request, and the Board shall grant, reinstatement to the List.

18.03 A long-term occasional teacher who is assigned to teach and who has received the prior approval of the Superintendent or his/her designate may be absent from duty without loss of salary for the purpose of writing an examination or attending his/her graduation. Such absence will not break continued service and shall not exceed one (1) day for each such occurrence.

## **ARTICLE 19 REPORTING PAY**

19.01 Remuneration of one-half (1/2) day shall be paid when an occasional teacher reports for authorized duty and, as a result of being called in error, is not required to teach. In such cases, the principal shall assign other professional duties for the one-half (1/2) day period, commensurate with the occasional teacher's qualifications and experience.

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

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

19.04 The Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours notice, the occasional teacher shall report to the assignment and the principal shall assign other professional duties for the one-half (1/2) day period, commensurate with the occasional teacher's qualifications and experience. In no instance will the occasional teacher receive compensation under this article if he or she does not report for the assignment.

The provisions of this article shall not apply in instances where schools are closed by the Board due to inclement weather.

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

### **ARTICLE 20 PAY PERIOD**

20.01 Occasional teachers shall be paid bi-weekly in accordance with the pay and time sheet submission schedules annually developed by the Board's Payroll Department.

### **ARTICLE 21 TRAVEL ALLOWANCE**

21.01 Where an occasional teacher assignment requires travelling between two (2) or more schools within the Board's jurisdiction on the same day, the Board shall reimburse the occasional teacher at the Board's current kilometre rate.

### **ARTICLE 22 NOTICES**

22.01 The Board shall provide space on the staff room bulletin board in each elementary school or work site for the posting of notices which may be of interest to occasional teachers.

22.02 All occasional teachers employed by the Board shall be provided with a copy of the currently available collective agreement within thirty (30) days of employment.

22.03 Copies of this collective agreement shall be provided by the Board to the Principal in each elementary school under the jurisdiction of the Board.

### **ARTICLE 23 PROFESSIONAL DEVELOPMENT**

23.01 An occasional teacher who is scheduled to work and who is on long-term occasional teaching shall be paid for a professional activity day provided the long-term occasional teacher participates in the scheduled professional activities. A Professional Activity Day shall not interrupt the occasional teaching assignment.

23.02 It is the responsibility of the individual occasional teacher to remain current with respect to methodology and curriculum and accordingly, upon the request of the Union President, the Board shall provide a copy of the Staff Development Calendar indicating the activities planned for each Professional Activity Day. Occasional teachers shall be encouraged to participate on a voluntary basis.

- 23.03 Effective September 1, 2001, the Board agrees to remit, annually, the sum of \$3,400 to the Union for the educational and professional development of its members.
- 23.04 The Union shall be empowered to make disbursements up to the limit of the transferred funds, and to issue cheques to individual members according to procedures and schedules established by the Union.
- 23.05 By August 31 of each year, the Union shall forward to the Board an audited financial statement accounting for disbursements from the fund, including administrative charges.

#### **ARTICLE 24 SCHOOL DISCIPLINE AND DAILY ASSIGNMENTS**

- 24.01 A copy of the policy concerning school discipline procedures shall be made available by the principal for each occasional teacher in his or her school and the occasional teacher shall attempt to act in accordance with the responsibilities of the teacher set out therein.
- 24.02 Except in cases of emergency, the timetable or assignment of occasional teachers shall be constructed according to the same constraints that apply for the regular teacher the occasional teacher is replacing.

#### **ARTICLE 25 GENERAL WORKING CONDITIONS**

- 25.01 The Board agrees that the primary responsibility of the occasional teacher is to fulfil the teaching duties of the elementary teacher being replaced and further agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.
- 25.02 Information for Occasional Teachers (in schools)
- Every elementary school will supply to each occasional teacher in that school a package containing :
- (a) A timetable for the occasional teacher's assignment (including opening routines, attendance reporting and fire and emergency procedures).
  - (b) Current class lists, seating plans and lesson plans for each class assigned.
  - (c) A map of the school.
  - (d) A copy of the school discipline code and other relevant policies.

- (e) 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.
- (f) School timetable for the day.
- (g) Details of any special events planned for that school day (including students who may be excused).
- (h) Particulars of medical needs of students, where appropriate.

25.03 The Board shall instruct each principal that an occasional teacher shall not be assigned yard duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day assignment.

24.04 Except in cases of emergency, a minimum of a forty (40) minute uninterrupted lunch period, free from duty and travel, shall be allowed.

### **ARTICLE 26 EVALUATIONS**

26.01 Only supervisory officers and elementary principals and vice-principals shall evaluate an occasional teacher's competence, using an evaluation policy/procedure developed in consultation with the Local. No member of the Union will be required or requested to evaluate a teacher's competence.

26.02 The Board, in consultation with the Local, shall develop an evaluation policy for occasional teachers.

The foregoing is the September 1, 2000 - August 31, 2004 Collective Agreement between the District School Board of Niagara and the Elementary Teachers' Federation of Ontario (Niagara) - Occasional Teachers' Local.

Dated at St. Catharines, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**Signed on behalf of the District School Board of Niagara :**

E. Fulford, Chair

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W. R. McLean, Director of Education and Secretary

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**Signed on behalf of ETFO, (Niagara) - Occasional Teachers' Local**

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