

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

(September 1, 2008 - August 31, 2012)

11846(04)

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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 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. Part-time ETFO, Niagara Teachers who have agreed to work as an Occasional Teacher shall be placed on the Occasional Teacher List upon hire as an Occasional Teacher.
- 2.03 The Local will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 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.

2.06 No Occasional Teacher under this Agreement shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement.

ARTICLE 3 **DURATION AND RENEWAL**

3.01 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 (1) 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 the *Ontario Labour Relations Act*.

3.02 Notwithstanding 3.01 above, the parties, by mutual agreement, may commence negotiations for a renewal of the collective agreement prior to the ninety (90) day notice period.

3.03 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.

3.04 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 "Occasional Teacher" means an Occasional Teacher who holds a valid Certificate of Qualification or Interim Certificate of Qualification and is a member in good standing with the Ontario College of Teachers.

4.03 "Probationary Occasional Teacher" shall mean an Occasional Teacher who has been on the Occasional Teacher List and has completed less than sixty (60) FTE occasional teaching days.

4.04 "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 include those individuals as provided for in Article 2.02.

4.05 "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.

4.06 "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.

4.07 "Board" shall mean the District School Board of Niagara and its predecessors.

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

4.09 "Union" as used in this Collective Agreement refers to the provincial body of the Elementary Teachers' Federation of Ontario.

- 4.10 "Elementary teachers" shall mean the elementary teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- 4.11 "Days" shall mean the school day as defined in the *Education Act* and Regulations.
- 4.12 "Negotiating Committee" refers to the body of duly constituted representatives as such according to the Constitution and By-Laws of the Union.

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.

- 5.02 (a) The District School Board of Niagara undertakes not to change any existing policy or implement any new policy affecting the terms of employment and working conditions of members of the bargaining unit without prior consultation with the Local.
- (b) The Board shall advise the Local, in writing, of any addition or change to existing policies or procedures approved by the Board of Trustees.
- (c) Current Board policies are available electronically to ETFO, Niagara - Occasional Teachers' Local and all members covered by this Collective Agreement.

ARTICLE 6 **UNION DUES AND ASSESSMENTS**

- 6.01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary at *The Elementary Teachers' Federation of Ontario, 480 University Ave., Suite 1000, Toronto, ON M5G 1V2* within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 6.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information, to both the Union and the Local, the Board shall provide the information in electronic form.
- 6.03 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.
- 6.04 The Board shall provide to the Local, by September 15th of each year, a letter stating the total number of elementary short-term and long-term Occasional Teaching days for the previous school year.

- 6.05 (a) At the request of the Local in writing, the Board shall make the appropriate payroll deductions from an Occasional Teacher's pay for the purpose of a Local levy.
- (b) Deductions for the Local levy made from the payroll period shall be forwarded to 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.

ARTICLE 7 **NO DISCRIMINATION**

7.01 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Local and/or the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

7.02 The parties agree to comply with their obligations under the *Ontario Human Rights Code*.

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.

8.02 In the event of a strike by employees of the Board other than Members of the Local, the Board and the Local recognize the following considerations :

- (a) Members of the Local, employed by the Board are bound to honour the terms and conditions of the Collective Agreement under which they have been hired, subject to applicable legislation and regulations;

- (b) Where other Board employees are on strike and picket a Board operated or owned facility, a Member of the Local is in breach of their employment with the Board if the Member fails to enter the Board operated or owned facility and carry on their duties, unless prevented from doing so due to circumstances beyond the Member's control;
- (c) A Member of the Local is not in breach of their employment with the Board if the Member refuses to enter a Board operated or owned facility that is closed by the Medical Officer of Health;
- (d) A Member of the Local shall, if directed, be required to fulfill their professional duties, subject to the Acts and Regulations, at another location designated by the Board;
- (e) When other Board employees are on strike, a Member of the Local shall carry on their regular professional duties to the best of the Member's ability without assuming functions that are normally discharged by the Board employees on strike.

ARTICLE 9

JUST CAUSE

9.01

No Occasional Teacher shall be demoted, suspended, discharged or disciplined without just and sufficient cause. Such cause shall be provided to the teacher in writing within five (5) calendar days from the time the Occasional Teacher is informed of any such action. There shall be a meeting held between the Occasional Teacher and the Board representative to discuss the matter. The Occasional Teacher shall have the right to have a representative of the Union present.

ARTICLE 10

ACCESS TO INFORMATION

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 Local with a copy to the Local. All electronic correspondence shall be addressed to the other party using the Board's FirstClass accounts.

Personnel Files

- 10.02
- (a) An Occasional Teacher, or designate in writing, shall have access to the Occasional Teacher's personnel file held by the Board or agent of the Board and shall be entitled to make a reasonable number of copies, without cost, of any materials contained therein. The Occasional Teacher (or designate) shall make application in writing, to the Human Resources Senior Manager, who shall upon receipt of the request arrange for access to the file within three (3) school days. Before being allowed to access his or her file, the Occasional Teacher (or his/her designate) shall be required to provide proof of identity.
 - (b) After two (2) years following the issuance of a letter of discipline, such correspondence or record of disciplinary action shall be removed from the Occasional Teacher's personnel file provided that there has been no reoccurrence of that or a similar incident within the two (2) year period.
 - (c) The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
 - (d) An Occasional Teacher wishing to have documents removed, as referenced above in Article 10.02 (b) shall make application, in writing, to the Human Resources Senior Manager through the President of the Local.
 - (e) The Board agrees that employee files, including files containing

medical information and information pertaining to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.

Notices

- 10.03 (a) 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.
- (b) The Executive of the Local may use Board courier services when distributing notices for Occasional Teachers to the schools.

Data for Negotiations

- 10.04 The Local shall make all requests for data related to negotiations in writing to the Human Resources Senior Manager.

Copies of Collective Agreement

- 10.05 (a) This collective agreement will be posted on the District School Board of Niagara's internal website within thirty (30) days of the signing of the agreement.
- (b) Copies of this agreement shall be available electronically to the Principal in each elementary school under the jurisdiction of the Board.

ARTICLE 11 **GRIEVANCE PROCEDURE**

- 11.01 (a) It is the mutual desire of the parties that a complaint of an Occasional Teacher or Board shall be addressed as promptly as possible and at the lowest administrative level possible.
- (b) If the complaint cannot be resolved informally by consultation, the grievance procedure set out herein shall constitute the formal procedure to settle the grievance.
- 11.02 (a) A grievance shall be determined as any difference of opinion involving the interpretation, application, administration, or alleged violation of any term, provision, or condition of this Agreement including any question as to whether a matter is arbitrable.

- (b) A "party" shall be defined as :
 - (1) the Local
 - (2) the Board.
- (c) "Days" shall mean regular school days unless otherwise indicated.
- (d) "Individual Grievance" shall mean a grievance instituted by the Local on behalf of one of its members.
- (e) "Group Grievance" shall mean a grievance lodged by the Local on behalf of more than one of its members, all of whom are similarly affected.
- (f) "Policy Grievance" shall mean a grievance that has general application, i.e. not confined in scope to an individual, and may be lodged by either the Board or the Local.

11.03 The parties may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance/arbitration procedure.

11.04 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this Agreement.

11.05 There shall be no reprisals of any kind taken against any Board employee because of participation in the grievance or arbitration procedure under this Agreement.

11.06 **Informal Stage**

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher or Local representative with the Principal or immediate supervisor. The Occasional Teacher has the right to Local representation at any meeting. If the grievor is unable to resolve the complaint, the Local may file a formal grievance at Step 1.

11.07 The Local shall have the right to file an Individual or Group Grievance at Step 1, as set out below. The Local or Board shall the

right to file a Policy Grievance at Step 1, as set out below.

(a) **Step 1 (Individual or Group Grievance)**

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Local, within twenty (20) days the Local may file a written grievance to the Human Resources Senior Manager. The Human Resources Senior Manager shall immediately notify the Local of the Superintendent in charge of the grievance. The appropriate Superintendent (or designate) shall answer the grievance within ten (10) school days after receipt of the grievance.

The written grievance shall contain :

- (a) a description of how the alleged dispute is in violation of the Agreement; and
- (b) a statement of the facts to support the grievance; and
- (c) the relief sought; and
- (d) the signatures of the duly authorized officials of the Local.

(b) **Step 1 (Policy Grievance)**

A policy grievance filed by the Local at Step 1 shall be heard by the Superintendent of Human Resources (or designate) within twenty (20) school days. The Superintendent of Human Resources (or designate) shall answer the complaint, in writing, within ten (10) school days of the meeting.

- (c) A policy grievance filed by the Board at Step 1 shall be heard by the President of the Local (or designate) within twenty (20) school days. The President of the Local (or designate) shall answer the complaint, in writing, within ten (10) school days of the meeting.

11.08

(a) **Step 2 (Individual or Group Grievance)**

If no settlement is reached at Step 1, the Local may, within ten (10) school days of receipt of reply of the appropriate Superintendent (or designate), file the matter with the Human Resources Senior Manager. The Director of Education (or designate) and official(s) deemed relevant to the matter, shall meet with the Local President (or designate) within ten (10) school days to consider the complaint. The Director of Education shall answer the complaint, in writing, within ten (10) school days of the meeting.

(b) **Step 2 (Policy Grievance)**

If the reply issued at Step 1 is unacceptable, the Local may, within ten (10) school days of receipt of reply of the appropriate Superintendent (or designate), file the matter with the Human Resources Senior Manager. A policy grievance filed by the Local shall be heard by the Director of Education (or designate) within ten (10) school days. The Director of Education (or designate) shall answer the complaint, in writing, within ten (10) school days of the meeting.

- (c) If the reply issued at Step 1 is unacceptable, the Board may, within ten (10) school days of receipt of reply of the President of the Local (or designate) file the matter with the Local. A policy grievance filed by the Board at Step 2 shall be heard by President of the Local (or designate) within ten (10) school days. The President of the Local(or designate) shall answer the complaint, in writing, within ten (10) school days of the meeting.

11.09

Step 3 - Arbitration

If the reply issued in Step 2 is unacceptable, either party may, within ten (10) school days of receiving the written reply, apply for arbitration and shall notify the other party in writing. Failure to proceed with notice for arbitration within the specified ten (10) school days period will result in forfeiture of rights to the arbitration procedure. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) school 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 an Arbitration Board. Where two (2) appointees are so selected, they 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 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.

The Arbitration Board shall hear the grievance and shall issue a decision. The decision shall be final and binding upon the parties. The decision of the majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs. The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement. The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

Each of the parties shall bear the expenses of their nominee, and the parties shall jointly bear the expenses of the Chair/Sole Arbitrator.

11.10 Grievance Mediation

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The time lines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the time lines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

11.11

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 teacher on such terms they think fit and which they consider to be just and equitable.

11.12 Either party may request the presence of the grievor or any other necessary witnesses at any step of this procedure.

ARTICLE 12 **JOB VACANCIES**

Elementary Teaching Positions

12.01 Occasional Teachers on the Occasional Teacher List may apply for any available probationary/ permanent teaching position within the Board for which the Occasional Teacher is suitably qualified subject to the provisions of the Collective Agreement for Elementary School Teachers.

12.02 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 Human Resources.

In the event the Occasional Teacher is not successful in being placed on the Board's Recommend to Hire List, he/she will not be granted a second interview in subsequent years unless he/she applies in writing to the Superintendent of Human Resources and submits proof that he/she has acquired new and relevant professional development (e.g. upgrade of qualifications or submission of copies of at least two (2) positive evaluations since last being interviewed).

In the event the Occasional Teacher is not successful in being placed on the Recommend to Hire List, a member of the interview team shall provide a debriefing session upon written request of the unsuccessful candidate to the Superintendent of Human Resources.

12.03 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' Local.

Long-Term Elementary Occasional Teaching Positions

12.04 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 the Local president or designate has been notified via e-mail.

- 12.05 Postings for long-term Occasional Teacher positions will appear on the Board's web site. Only Occasional Teachers who are on the Elementary Occasional Teacher List are eligible to apply. 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.

ARTICLE 13 **OCCASIONAL TEACHER LIST**

- 13.01 Between May 1st and July 31st of each year, those Occasional Teachers wishing to remain on the Occasional Teacher List for the subsequent school year will complete an Offense Declaration form available and all other legal requirements on the District School Board of Niagara's Employee Portal. This requirement will be displayed and heard on the Substitute Employee Management System (SEMS). By July 15th, the Local shall be notified of those Occasional Teachers who have not completed the required documentation.
- 13.02 (a) An Occasional Teacher's name shall be removed from the List if he/she asks to have his/her name removed from the List. The Board shall grant the request.
- (b) An Occasional Teacher's name shall be removed from the List if he/she has not taught for five (5) school days in the preceding year. (This provision does not apply to an Occasional Teacher who is on a Board-approved leave of absence).
- 13.03 (a) The Board will provide to the Local President and the Local, by October 15th of each year, a list of Occasional Teachers indicating the name, address, telephone number, qualifications, Ontario College of Teachers registration number, number of days taught in the previous school year, and the geographical areas where that teacher has indicated he/she would teach.

(b) Additions and deletions to the List will be available to the Local electronically bi-weekly, indicating the information set out in Article 13.03 (a) above.

(c) A revised list of Occasional Teachers will be provided to the Local President by February 15th of each year.

(d) If the Superintendent of Human Resources 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 Local President. 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 Prior to being placed on the 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.

13.05 Occasional Teachers shall notify the Human Resources Department of the Board and the Local President, in writing, of any change of address and/or telephone number required by the Board to contact the occasional teacher regarding teaching assignments.

13.06 An Occasional Teacher shall be available until 8:30 a.m. for assignment.

13.07 The Board agrees that the Local President (or designate) shall be invited to attend all group orientation sessions for new hires to the Occasional Teacher List and to provide all new hires with a package of information provided by the Local.

ARTICLE 14

CALLING AND REPORTING OF OCCASIONAL TEACHERS

- 14.01 Occasional Teachers shall indicate their preferences according to administrative area and qualifications on the Board's information form.
- 14.02 Occasional Teacher assignments shall first 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 Local in an Occasional Teacher - Board Relations Committee meeting.
- (b) Reports of time worked shall be submitted by local schools weekly.
- 14.04 Notwithstanding the right of the principal to request specific individuals, qualifications and assignments, Occasional Teachers shall be called who have been assigned in each region on an on-going rotating basis.
- 14.05 Remuneration of one-half ($\frac{1}{2}$) day will be paid when an Occasional Teacher is employed for one-half ($\frac{1}{2}$) day or less. Remuneration of one (1) full day will be paid when an Occasional Teacher is employed for more than one-half ($\frac{1}{2}$) day. It is understood that where the regular teacher's assignment is less than 0.5 or less than 1.0 and greater than 0.5, the Occasional Teacher will be assigned additional duties, at the discretion of the Principal, up to the 0.5 or 1.0 for which they are being paid.
- 14.06 It is the responsibility of the Board to ensure that all Occasional Teachers on the Occasional Teacher List are trained in the operating procedures of the Board's automatic dispatching system.

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) school 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.

ARTICLE 16 **SALARY AND ALLOWANCES**

- 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 September 1, 2008

The daily rate for Short-Term Occasional Teachers shall be determined as being 96% of 1/194 of Cat. A1, 0 years of the District School Board of Niagara's Elementary Teachers' Salary Grid (which shall include \$2.00 per day in lieu of any other employee benefits) for an Occasional Teacher in possession of an Ontario Teacher's Certificate. Effective September 1, 2008, this daily rate shall be determined as follows :

$$\$40,568 / 194 \times 96\% = \$200.75$$

Effective September 1, 2009 and thereafter :

The daily rate for Short-Term Occasional Teachers shall be determined as being 96% of 1/194 of Cat. A1, 0 years of the District School Board of Niagara's Elementary Teachers' Salary Grid plus \$3.64 in lieu of any other employee benefits and this calculation shall be used thereafter on an ongoing basis to determine the short-term daily rate for an Occasional Teacher in possession of an Ontario Teacher's Certificate.

Effective September 1, 2009, this daily rate shall be as follows :

\$208.40

Effective September 1, 2010, this daily rate shall be as follows :

\$214.54

Effective September 1, 2011, this daily rate shall be as follows :

\$220.87

Effective August 31, 2012 and thereafter :

The daily rate for Short-Term Occasional Teachers shall be determined as being 99.907% of 1/194 of Cat. A1, 0 years of the District School Board of Niagara's Elementary Teachers' Salary Grid and this calculation shall be used thereafter on an ongoing basis to determine the short-term daily rate for an Occasional Teacher in possession of an Ontario Teacher's Certificate.

Effective August 31, 2012, this daily rate shall be as follows:

\$226.07

In the event that the regular elementary teachers collective agreement grid is adjusted upward in the future to achieve parity with the regular secondary teachers in Category A1, Year 0 grid cell, the calculation of daily rate will be adjusted from 99.907% of 1/194 of Category A1, Year 0 to 96% of 1/194 of Category A1, Year 0 plus \$3.64 in lieu of any other employee benefits.

- (b) 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.
- (c) 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 short-term and/or long-term Occasional Teacher during the period for which any such

retroactivity applies shall receive retroactive pay.

Long-Term Occasional Teacher

- (d) 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 (11th) day of teaching, retroactive to the first (1st) day that the assignment began.

- 16.02
 - (a) For the purposes of qualifying for the long-term Occasional Teacher salary rate, statutory holidays, Professional Activity Days or leave days granted as per Articles 18.01, 18.07 or 18.08 shall not be considered a break in service.
 - (b) When determining the rate of pay for a long-term Occasional Teacher, Board designated Professional Activity 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.
- 16.03
 - (a) Category placement shall be in accordance with the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Programme 5.
 - (b) It is the responsibility of an Occasional Teacher to submit his/her Qualification Rating Statement to the Human Resources Department within six (6) months of being appointed to the Occasional Teacher List.
 - (c) Except as provided for in Article 16.04 (b), category placement for a long-term Occasional Teacher shall be according to the documentation on file in the Human Resources Department at the beginning of the long-term assignment.
- 16.04
 - 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.

16.05

- (a) When it is known in advance that a long-term Occasional Teacher is scheduled to teach for a period of forty (40) school days 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) If the long-term Occasional Teacher chooses to participate in the Employee Benefit Plan referred to above, they must enrol in all benefits for the entire duration of their assignment at the single coverage level (Family coverage is optional).
- (c) 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.

- 16.06 (A) Recognized teaching experience shall be based upon:
- (a) (i) Full-time and part-time short-term and long-term teaching experience gained in public elementary and/or secondary schools in Ontario.
 - (ii) Full-time and part-time short-term and long-term 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.
- (b) In cases where teaching experience has been on a part-time basis: full time for part of a year, or, on a fractional timetable, or, as an Occasional Teacher, teaching experience shall be calculated in the following way : the total cumulative number of days of teaching experience, prorated where necessary, divided by 194. Where the total has a fractional part of 0.5 or greater, the whole number shall be increased by one.
- (B) All experience shall be validated to the satisfaction of the Human Resources Staffing Manager and shall be experience acquired prior to the first day of each contract year.
- 16.07 (a) Occasional Teachers may request the issuance of an Employment Insurance 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 Insurance Record of Employment certificate at the end of the school year.
- (c) For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

Pay Period

16.08 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.

Travel Allowance

16.09 Where the assignment of a regular teacher requires travelling between two (2) or more schools within the Board's jurisdiction on the same day, the Board shall reimburse the Occasional Teacher hired to replace that regular teacher at the Board's current kilometre rate.

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 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 :

Bereavement Leave

- (a) **Up** to five (5) school days for the funeral of a father, mother, spouse, child, common-law spouse, or any other relative who lived in the house.
- (b) Up to three (3) school days may be allowed per bereavement to attend the funeral of a brother, sister, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, finance.
- (c) For the purpose of mourning when unable to attend the funeral as in (a) above - one (1) school day.
- (d) One (1) school day for the funeral of a brother-in-law or sister-in-law.

- (e) Acting as a pallbearer at a funeral - one (1) day.

Quarantine

- 18.02 Quarantine or other order of Medical Health Authorities.

Jury Duty

- 18.03 Each long term Occasional Teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons being charged, or attending a court appearance having to do with custody issues pertaining to a child for whom the long term Occasional Teacher has responsibility, shall receive all benefits, providing that the employee pays to the Board any fee, exclusive of travelling allowance and living expenses, that he/she receives as a juror or witness.

Special Circumstances

- 18.04 Provided prior approval is granted by the Director of Education or his/her designate, a long term Occasional Teacher may be granted such leave for other special reasons not to exceed two (2) days.

Personal Leave of Absence Without Pay

- 18.05 Upon the request of an Occasional Teacher on the Occasional Teacher List who has completed his or her probationary period as defined in Article 4.03 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. Excluding leaves of absence granted for the purpose of maternity leave, such leave of absence shall not be granted for more than one (1) year in a three (3) year period. It shall be the responsibility of the Occasional Teacher to notify the Board and the Local President, 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.

Examinations or Convocations

- 18.06 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.

Union Business

- 18.07 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.
- 18.08 In addition to the person released in Article 18.07 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 19 SERVICES NOT REWIRED AND EMERGENCY SCHOOL **CLOSURES**

- 19.01 (a) Remuneration of one-half ($\frac{1}{2}$) day shall be paid when an Occasional Teacher reports for authorized duty and, as a result of being called in error for a one-half ($\frac{1}{2}$) day assignment is not required to teach. In such cases, the principal shall assign other professional duties for the one-half ($\frac{1}{2}$) day period, commensurate with the Occasional Teacher's qualifications and experience or the Occasional Teacher may be assigned to another school requiring the services of an Occasional Teacher, in one of the regions that the Occasional Teacher has indicated that he/she is willing to teach, for the one-half ($\frac{1}{2}$) day period.
- (b) Remuneration of one (1) day shall be paid when an Occasional Teacher reports for authorized duty and, as a result of being called in error for a full day assignment is not required to teach. In such cases, the principal shall assign other professional duties for the one

(1) day period, commensurate with the Occasional Teacher's qualifications and experience or the Occasional Teacher may be assigned to another school, in one of the regions that the Occasional Teacher has indicated that he/she is willing to teach, requiring the services of an Occasional Teacher for the one (1) day period.

19.02 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.

19.03 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 (½) day period, commensurate with the Occasional Teacher's qualifications and experience or the Occasional Teacher may be assigned to another school requiring the services of an Occasional Teacher, in one of the regions that the Occasional Teacher has indicated that he/she is willing to teach, for the one-half (½) day period.

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.

19.04 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.

Long-Term Occasional Teacher Assignments

19.05 The continuous employment of a long-term Occasional Teacher shall be deemed to be unbroken in the event of emergency school closure.

19.06 (a) In the event that the teacher being replaced (other than a teacher who is on sick leave) returns prior to the anticipated date of return, the long-term occasional teacher shall be terminated, but the Board shall give the long-term occasional teacher one (1) week's notice of the termination of a long-term assignment, or one (1) weeks pay in lieu of notification. The one (1) weeks notice may include

reassignment to another location at the long-term occasional teacher rate of pay up to the end of the notice period.

- (b) When the teacher being replaced has been on sick leave and returns to his or her teaching duties, the long-term occasional teacher shall be terminated. The Principal of the school shall, wherever possible, give the long-term occasional teacher one (1) week's notice of the termination of a long-term assignment.

ARTICLE 20 **PROFESSIONAL DEVELOPMENT**

- 20.01 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.
- 20.02 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 Local 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 if spaces are available.
- 20.03 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay if spaces are available. 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.
- 20.04 (a) The Board agrees to remit, annually, the sum of \$5,000 to the Local for the educational and professional development of its members.

(b) Effective September 1, 2009, the Board agrees to remit, annually, the sum of \$25,000 to the Union for the educational and professional development of its members.

- 20.05 The Local 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.
- 20.06 Each year, the Local shall forward to the Board an audited financial statement accounting for disbursements from the fund, including administrative charges.

ARTICLE 21 **SCHOOL DISCIPLINE AND DAILY ASSIGNMENTS**

School Discipline

- 21.01 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.
- 21.02 The Board agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.

Daily Assignments

- 21.03 The timetable of the teacher being replaced shall be the same timetable assigned to the Occasional Teacher.
- 21.04 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.
- 21.05 Except in cases of emergency, a minimum of a forty (40) minute uninterrupted lunch period/nutrition break, free from duty and travel, shall be allowed.
- 21.06 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. It shall be the responsibility of the Occasional Teacher to check with the school office at the end of the

school day in order to determine whether he or she will be required the following day.

21.07

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/ procedures.
- (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) Details of any special events planned for that school day (including students who may be excused).
- (g) Particulars of serious behavioral issues and medical alerts.

Not Responsible for Diagnosis or Medication

21.08

The Board shall not require any occasional teacher to administer medication or perform any medical or physical procedure on any pupil.

ARTICLE 22

EVALUATIONS

22.01 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 Local will be required or requested to evaluate an Occasional Teacher's competence.

22.02 The signature of an Occasional Teacher on any report or evaluation respecting the performance of an Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to or agreement with the contents.

ARTICLE 23

OCCUPATIONAL HEALTH AND SAFETY ACT

23.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

The foregoing is the September 1, 2008 - August 31, 2012 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 _____, 2009.

Signed on behalf of the District School Board of Niagara :

K. C. Maves, Chair

W. R. Hoshizaki, Director of Education and Secretary

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

LETTER OF UNDERSTANDING No. 1
between
THE DISTRICT SCHOOL BOARD OF NIAGARA
and
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA OCCASIONAL TEACHERS' LOCAL

Re : Unqualified Occasional Teacher

The parties agree to the removal of unqualified occasional teachers as members of the bargaining unit. The Board agrees to notify the Local in writing twice per year of the names of unqualified occasional teachers employed by the Board, together with the dates and locations of employment. In the case where no unqualified occasional teachers have been employed by the Board, the Board shall confirm this to the Local twice per year. The parties agree to establish by mutual consent the dates of reporting by the Board to the Local.

On behalf of
ETFO, Niagara
(Occasional Teachers Local)

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this _____ day of _____, 2009.

LETTER OF UNDERSTANDING No. 2
between
THE DISTRICT SCHOOL BOARD OF NIAGARA
and
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
NIAGARA OCCASIONAL TEACHERS' LOCAL

Re : Occasional Teacher List

1. A committee of three (3) representatives of the Union and three (3) representatives of the Board shall be established to discuss the creation of a supplemental occasional teacher list if the Superintendent of Human Resources determines that such a need exists.

The committee shall establish its own terms of reference and shall jointly determine criteria for placement on such supplemental list as well as determine how the supplemental list will be administered.

2. If the Superintendent of Human Resources so determines, the committee shall also be empowered to review the status of occasional teachers who have consistently refused or have been unavailable for occasional teacher assignments in the preceding school year.

On behalf of
ETFO, Niagara
(Occasional Teachers Local)

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this _____ day of _____, 2009.

LETTER OF UNDERSTANDING No. 3

between

THE DISTRICT SCHOOL BOARD OF NIAGARA

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

NIAGARA OCCASIONAL TEACHERS' LOCAL

Re : Professional Development Fund

The parties recognize that the provincial government has not provided funding for the occasional teachers through the Teacher Development Account. In the event that the provincial government, as some future date, provides specific funding identified for professional development for elementary occasional teachers, a committee of the Local and the Board shall be formed to determine how such funds will be distributed.

On behalf of
ETFO, Niagara
(Occasional Teachers Local)

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this _____ day of _____, 2009.

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