

COLLECTIVE AGREEMENT

between

**The Toronto District
School Board**

and

**Elementary Teachers' Federation
of Ontario
(representing Elementary Occasional
Teachers employed by the Toronto District
School Board)**

and Supplementary Information

for the

2002-2003 and 2003-2004

school years

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1.0.0. PURPOSE OF THE AGREEMENT

- 1.1.0. It is the intent of the parties and the purpose of this Agreement to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.

2.0.0. RECOGNITION

- 2.1.0. The Board recognizes the Elementary Teachers' Federation of Ontario, hereinafter referred to as the Union, as the bargaining agent for the bargaining unit defined in the Education Act, s.277.3(1)2.
- 2.2.0. The Union will, from time to time, inform the Board, in writing, as to who is authorized to act on behalf of the Union.

3.0.0. RELATIONSHIP

- 3.1.0. Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.
- 3.2.0. Both the Board and the Union shall comply with the Ontario Human Rights Code.
- 3.3.0. No Occasional Teacher shall be dismissed or disciplined by way of demotion, transfer, letter of reprimand, suspension without pay or the withholding of pay without just cause and such cause shall be provided to the Occasional Teacher in writing.
- 3.4.0. There shall be no discrimination against an Occasional Teacher because of an Occasional Teacher's participation in the lawful activities of the Union.

4.0.0. TERM OF THE AGREEMENT

- 4.1.0. This Agreement shall be in effect from September 1, 2002, and shall remain in effect until August 31, 2004, and from year to year thereafter unless either party notifies the other party in writing as to its desire to renew the Agreement with or without modifications, pursuant to the Labour Relations Act.

5.0.0. **DEFINITIONS**

Throughout this Agreement, the use of capital letters at the beginning of words defined in 5.0.0. shall be for the purpose of indicating only that the words are given a defined meaning in this Agreement.

5.1.0. "Agreement" shall mean the collective agreement between the Board and the Union made pursuant to the Education Act.

5.2.0. "Board" shall mean the Toronto District School Board.

5.3.0. "Continuing Education Occasional Teacher" means an Occasional Teacher who substitutes for a continuing education teacher.

5.4.0. "Degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who holds a university degree acceptable to the Board.

5.5.0. "Local" shall mean the Elementary Teachers' Federation of Ontario – Toronto Occasional Teachers' Local.

5.6.0. "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of 15 or more consecutive school days as a substitute for one teacher.

5.7.0. "Non-degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who does not hold a university degree acceptable to the Board.

5.8.0. "Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but

if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and

if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.

- 5.9.0. "Occasional Teacher List" means the list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the elementary panel.
- 5.10.0. "Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the Fewer School Boards Act, 1997.
- 5.11.0. "Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 5.12.0. "Union" shall mean the Elementary Teachers' Federation of Ontario.
- 5.13.0. When the context so requires, the singular shall include the plural and the masculine shall include the feminine.
- 6.0.0. **STRIKES AND LOCK-OUTS**
- 6.1.0. There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.
- 7.0.0. **UNION DUES CHECK-OFF AND LOCAL LEVY**
- 7.1.0. The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the General Secretary of 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 annually inform the Board of the amount of such dues.
- 7.2.0. In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the Local is authorized by its constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the Local within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings.
- 7.3.0. A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher's name, employee identification number, number of days worked, gross earnings for the period covered by the dues submission list and the dues/levy deducted.

- 7.4.0. The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the Local.

8.0.0. **PROBATIONARY PERIOD**

- 8.1.0. All Occasional Teachers when added to the Board's list of Occasional Teachers on or after January 1, 1998, shall serve a probationary period of 25 full-time equivalent teaching days worked in the elementary panel.

9.0.0. **GRIEVANCE AND ARBITRATION PROCEDURE**

- 9.1.0. Except for grievances based on a dispute that payment to an Occasional Teacher was in error, the grievance/arbitration procedures of this section shall not apply to Occasional Teachers who have not completed the probationary period.
- 9.2.0. Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

Pre-grievance discussion

- 9.3.0. An Occasional Teacher or a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.
- 9.4.0. A grievance may be filed by an Occasional Teacher or a group of Occasional Teachers at Step One within 20 school days of the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or group of Occasional Teachers.
- 9.5.0. In all discussions of the grievance, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.
- 9.6.0. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to this Agreement.

Step One

- 9.7.0. If no resolution is reached under 9.3.0., an Occasional Teacher or group of Occasional Teachers may submit a grievance in writing, on a form provided by the Local, to the person designated by the employer with a copy to the principal or immediate supervisor and to the Local. The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of the complaint and the remedy sought. The person designated by the employer shall attempt to resolve the grievance within 10 school days of receipt of the grievance in writing and may meet with the grievor(s) and the Union representative at a mutually agreeable time.
- 9.8.0. The Board or Union shall initiate a policy or group grievance by giving notice to the other party within 50 school days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- 9.9.0. The time within which such grievance may be brought may extend up to 50 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 50 school days preceding the end of the term of this Agreement.
- 9.10.0. For the purpose of this grievance procedure, the term "school day(s)" as used herein shall mean a day that is within the school year and is not a school holiday.
- 9.11.0. The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.
- 9.12.0. If the grievance is not settled within 10 school days of the meeting or after the written response has been given, if earlier than 10 school days, it may be referred to arbitration within 10 days, notwithstanding 9.11.0.
- 9.12.1. The time limits provided for herein shall be calculated excluding the date the cause became known or reasonably ought to have been known to the grieving party.

Step Two - Arbitration of Grievance

- 9.13.0. Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including

any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.

- 9.14.0. The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 school days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- 9.15.0. The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- 9.16.0. If a grievance concerns the discipline of an Occasional Teacher or dismissal for just cause, the arbitration board or single arbitrator may confirm the decision of the Board or reinstate the Occasional Teacher to the Occasional Teacher List or otherwise modify the penalty.
- 9.17.0. If there are several grievances concerning similar matters they may be heard or considered together as one grievance.
- 9.18.0. The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- 9.19.0. No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.20.0. Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

10.0.0. **SALARIES**

Short Term Occasional Teachers

10.1.0. A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule:

Degreed rate	Daily Base Rate	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$5.98	\$4.49	\$160.01
Effective Sept.1/2003	\$153.28	\$6.13	\$4.60	\$164.01
Effective April 1/2004	\$154.05	\$6.16	\$4.62	\$164.83

Non-Degreed rate	Daily Base Rate	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$138.32	\$5.53	\$4.15	\$148.00
Effective Sept.1/2003	\$141.78	\$5.67	\$4.25	\$151.70
Effective April 1/2004	\$142.49	\$5.70	\$4.27	\$152.46

(a) After 50 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#1) in addition to the base rate as shown below:

Degreed rate	Daily Base Rate	Exper. Bonus #1	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$5.15	\$6.19	\$4.64	\$165.52
Effective Sept. 1/2003	\$153.28	\$5.28	\$6.34	\$4.76	\$169.66
Effective April 1/2004	\$154.05	\$5.31	\$6.37	\$4.78	\$170.51

Non-Degreed rate	Daily Base Rate	Exper. Bonus #1	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$138.32	\$5.15	\$5.74	\$4.30	\$153.51
Effective Sept. 1/2003	\$141.78	\$5.28	\$5.88	\$4.41	\$157.35
Effective April 1/2004	\$142.49	\$5.31	\$5.91	\$4.43	\$158.14

- (b) After 100 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#2) in addition to the base rate as shown below:

Degreed rate	Daily Base Rate	Exper. Bonus #2	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$10.30	\$6.39	\$4.80	\$171.03
Effective Sept. 1/2003	\$153.28	\$10.56	\$6.55	\$4.92	\$175.31
Effective April 1/2004	\$154.05	\$10.61	\$6.59	\$4.94	\$176.19

Non-Degreed rate	Daily Base Rate	Exper. Bonus #2	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$138.32	\$10.30	\$5.94	\$4.46	\$159.02
Effective Sept. 1/2003	\$141.78	\$10.56	\$6.09	\$4.57	\$163.00
Effective April 1/2004	\$142.49	\$10.61	\$6.12	\$4.59	\$163.81

- (c) After 140 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#3) in addition to the base rate as shown below:

Degreed rate	Daily Base Rate	Exper. Bonus #3	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$15.45	\$6.60	\$4.95	\$176.54
Effective Sept 1/2003	\$153.28	\$15.84	\$6.76	\$5.07	\$180.95
Effective April 1/2004	\$154.05	\$15.92	\$6.80	\$5.10	\$181.87

Non-Degreed rate	Daily Base Rate	Exper. Bonus #3	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$138.32	\$15.45	\$6.15	\$4.61	\$164.53

Effective Sept 1/2003	\$141.78	\$15.84	\$6.30	\$4.73	\$168.65
Effective April 1/2004	\$142.49	\$15.92	\$6.34	\$4.75	\$169.50

- (d) After 200 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#4) in addition to the base rate as shown below:

Degreed rate	Daily Base Rate	Exper. Bonus #4	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$20.60	\$6.81	\$5.10	\$182.05
Effective Sept. 1/2003	\$153.28	\$21.12	\$6.98	\$5.23	\$186.61
Effective April 1/2004	\$154.05	\$21.23	\$7.01	\$5.26	\$187.55

Non-Degreed rate	Daily Base Rate	Exper. Bonus #4	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$138.32	\$20.60	\$6.36	\$4.77	\$170.05
Effective Sept. 1/2003	\$141.78	\$21.12	\$6.52	\$4.89	\$174.31
Effective April 1/2004	\$142.49	\$21.23	\$6.55	\$4.91	\$175.18

- 10.1.1. For purposes of 10.1.0., "Board" includes a Predecessor Board.

Long Term Occasional Teachers

- 10.2.0. A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out in the current collective agreement for the Board's elementary teachers but such payment shall be made only after the ratification of this Agreement and shall be retroactive to the beginning of the term of this Agreement.

Such payment shall be the amount set out in the grid less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation.

Placement on the grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience

and category placement following confirmation by the Board of the appointment to the long term occasional teaching assignment.

Payment on the elementary teachers' salary grid shall be retroactive to the first day of the long term occasional teaching assignment.

The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional assignment.

- 10.3.0. The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 10.2.0 above.
- 10.4.0. Recognized teaching experience shall include one tenth of a year for each 20 days of teaching in a long term occasional teaching assignment rounded to the nearest 1/10.
- 10.5.0. In determining the category placement of a Long Term Occasional Teacher, the Board will be guided by the definitions set out in QECO #4 (in effect at September 1, 1990). No qualification may receive duplicate recognition.
- 10.6.0. It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.
- 10.7.0. In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five teaching days' notice or five days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Teacher.
- 10.8.0. A Professional Activity/Development Day shall not interrupt the continuity of a long term occasional teaching assignment.

11.0.0. SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

- 11.1.0. A Long Term Occasional Teacher shall be entitled to one sick leave day upon completion of the first 10 school days of a long term occasional teaching assignment and one sick leave day for each 10 school days subsequently completed in that long

term occasional teaching assignment within the same school year.

- 11.2.0. A sick leave day shall entitle a Long Term Occasional Teacher to be absent for one day during a long term occasional teaching assignment without loss of pay for that day. Sick leave days shall not be cumulative from one school year to the next. Sick leave days may be used retroactively to the beginning of a long term occasional teaching assignment.
- 11.2.1. Notwithstanding 11.2.0., if the Board determines that an Occasional Teacher continues to replace a teacher for a temporary period that extends without interruption into a subsequent school year, the Occasional Teacher may, only during the period in the next school year in which this replacement continues, utilize unused sick leave credits accrued during the whole replacement period.
- 11.3.0. A Long Term Occasional Teacher's absence for illness or injury for a period:
 - 11.3.1. of five consecutive school days or less may require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or
 - 11.3.2. of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.
- 11.4.0. For the purpose of the administration of these sick leave provisions, the Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.

12.0.0. **MISCELLANEOUS LEAVES**

Bereavement Leave

- 12.1.0. Bereavement Leave shall be granted by the Director without loss of salary for up to three days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family in order for the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.

- 12.2.0. Bereavement Leave for one day without loss of salary but with deductions from sick leave credits will be granted to a Long Term Occasional Teacher to attend the funeral of a close friend or relative other than the relatives covered under 12.1.0.

Examination and Graduation

- 12.3.0. A Long Term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director may be absent from duty without loss of salary as follows:
- 12.3.1. for the purpose of writing an examination the half day period during which the examination occurs, and
- 12.3.2. for the purpose of attending one's graduation the half day period during which the graduation occurs.

Court Appearances

- 12.4.0. A Long Term Occasional Teacher who is absent during the long term occasional teaching assignment by reason of a summons to serve as a juror or a witness in any court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 10.2.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

Religious Holy Day

- 12.5.0. A Long Term Occasional Teacher may be absent without loss of salary but with deduction from sick leave credit for one religious holy day per school year during any long term occasional teaching assignment in that year.

13.0.0. INSURED EMPLOYEE BENEFITS

- 13.1.0. Subject to the conditions set out under 13.5.0. and 13.6.0., an Occasional Teacher who worked at least 90 full-time equivalent days as an Occasional Teacher for the Board in a school year shall, in the subsequent school year, be eligible to enrol and participate in each of the Insured Employee Benefit Plans as set out under 13.2.0., 13.3.0. and 13.4.0.

13.2.0. **Extended Health Benefits**

The Board shall provide an Extended Health Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreements, and which will include regular Extended Health Benefits with deductible feature of \$25 per individual and \$50 per family maximum. Subject to the above deductible, the Plan will also include:

health coverage while outside Canada, and

hearing aid benefits to a maximum of \$400 per person, and

eyeglasses (including contact lenses) benefits to a maximum of \$200 per person per two year period.

13.3.0. **Semi-private Hospital Care Benefits**

The Board shall provide a Semi-private Hospital Care Plan for eligible Occasional Teachers.

13.4.0. **Dental Health Care Plan**

The Board shall provide a Dental Health Care Plan for eligible Occasional Teachers which shall include the following provisions:

A basic plan reimbursed at a level of 100% with a maximum of \$5,000 per person annually;

A major restorative rider, reimbursed at a level of 80% with a maximum combined with the basic plan of \$10,000 per person annually, and

An orthodontic rider, reimbursed at a level of 50% with an annual maximum of \$1,000 per person and a lifetime maximum of \$2,000 per person.

Effective September 1, 2003 the benefits will be based upon the 1999 Ontario Dental Association Schedule of Fees for General Practitioners. The Plan shall include a nine month recall provision.

13.5.0. **Application and Eligibility**

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

13.5.2. An eligible Occasional Teacher who elects to participate in one or more Employee Benefit Plans shall be a participant

in the plan or plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

- (a) remains on the Board's list of Occasional Teachers;
- (b) either remains available for work as an Occasional Teacher, or is absent
 - (i) due to illness as certified by an appropriate licensed medical or dental practitioner;
 - (ii) on a pregnancy or parental leave under the Employment Standards Act; or
 - (iii) as may be otherwise permitted by the Board.
- (c) pays the Occasional Teacher's share under 13.6.0.

13.5.3. An Occasional Teacher currently enrolled in a Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

- (a) works at least 90 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
- (b) fulfills the conditions set out under 13.5.2.

13.5.4. If the Occasional Teacher fails to comply with any of the conditions of 13.0.0. the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under 13.0.0.

13.6.0. **Premiums**

13.6.1. Monthly premium costs for each Plan in which the eligible Occasional Teacher participates shall be shared as follows:

- (a) The Board and the eligible Occasional Teacher shall each pay 50 per cent of the premium costs.

13.6.2. The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

13.7.0. The Board confirms that the Board's benefit plans continue to provide for coverage of "same sex" partner benefits.

**14.0.0. EVALUATION OF AN OCCASIONAL
TEACHER'S CLASSROOM TEACHING**

- 14.1.0. An evaluation of an Occasional Teacher may be made at the discretion of the principal, vice-principal or a Supervisory Officer.
- 14.2.0. An Occasional Teacher will, under normal circumstances, be given one day's prior notice of a classroom evaluation.
- 14.3.0. Any classroom evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher within fifteen (15) school days.
- 14.4.0. The Occasional Teacher will be given an opportunity to read the evaluation, to sign it, and make any written comments on or appended to the evaluation that the Occasional Teacher so desires.
- 14.5.0. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.
- 14.6.0. The original signed evaluation form shall be kept on file in the Occasional Teacher's personnel file.
- 14.7.0. If, for any reason, the Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation form maintained in the Occasional Teacher's personnel file.
- 14.8.0. Under normal circumstances, a prospective Long Term Occasional Teacher will have spent a minimum of three days in an assignment prior to an evaluation.

15.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 15.1.0. A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities approved by the Board for the regular day school teachers of the school in which the Long Term Occasional Teacher is employed.
- 15.2.0. A professional activity or development day shall not interrupt the count towards a determination of whether or not an assignment is a long term occasional teaching assignment.

16.0.0. LATE CALLS

- 16.1.0. A Short Term Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report

for such assignment provided that the Short Term Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Short Term Occasional Teacher.

16.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.

16.3.0. Except where otherwise indicated by the Board representative, an Occasional Teacher shall report for duty at least 15 minutes prior to the commencement of classes.

17.0.0. CALL-OUT ERROR

17.1.0. A Short Term Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment for one half-day and be paid a half day's pay for such employment.

17.2.0. If a Short Term Occasional Teacher has been called in error for a full-day assignment, the Short Term Occasional Teacher shall be given a full day's employment and be paid a full day's pay for such employment.

17.3.0. The record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out in error.

18.0.0. OCCASIONAL TEACHER LIST

18.1.0. To be eligible for inclusion and to remain on the Occasional Teacher List, an Occasional Teacher must have and maintain a valid membership number issued by the Ontario College of Teachers.

18.2.0. Occasional Teachers shall notify the person designated by the employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

18.3.0. The Board shall, on or before October 15th, February 15th and May 15th of each year, provide the Union with a copy of an updated Occasional Teacher List which shall contain the name, employee number, address, telephone number, and, if administratively feasible, the call out area for each Occasional Teacher on the Occasional Teacher List.

- 18.3.1. The Union agrees that its use of the information provided under 18.3.0. shall be used confidentially for Union purposes only.
- 18.4.0. An Occasional Teacher on the Occasional Teacher List may, with reason and 15 school days prior written notice, request to have that Occasional Teacher's name voluntarily removed from the Occasional Teacher List for a specified time period.
- 18.4.1. The 15 school days prior notice may be waived by the person designated by the employer in case of emergency or special circumstance.
- 18.5.0. Subject to the approval of the person designated by the employer, the Occasional Teacher's name may be transferred to the inactive list and shall be returned to the Occasional Teacher List at the conclusion of the specified time period.
- 18.5.1. Effective, September 1, 2003, subject to 18.5.0., the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least twenty (20) full time equivalent days by May 15 of each year.
- 18.6.0. The Board shall provide a renewal notice to each Occasional Teacher on the List by June 30 of each year. An Occasional Teacher who does not respond by the following August 15, shall be removed from the List prior to the creation of the October 15 List referred to in 18.3.0.

19.0.0. **ELEMENTARY OCCASIONAL TEACHERS'
CONSULTATION COMMITTEE**

- 19.1.0. The Board and the Local shall jointly establish the Elementary Occasional Teachers' Consultation Committee. The Committee will have as its members up to three members appointed from the Board's staff, one of whom shall be named as co-chairperson, and up to three members of the Local appointed by the Local, one of whom shall be named as co-chairperson by the Local. The composition of this committee may be modified by mutual agreement.
- 19.2.0. The Committee shall meet at a mutually convenient time and within twenty (20) calendar days of the written request of either party being received by the other.
- 19.3.0. Should a meeting be convened at a mutually agreed time which requires the early dismissal of an Occasional Teacher, the Occasional Teacher may attend such a meeting without loss of

pay provided that the Occasional Teacher has been in the current assignment for at least 5 consecutive school days.

- 19.4.0. Such a Committee shall discuss issues of concern to either the Board or the Local but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- 19.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.
- 19.6.0. The Occasional Teachers' section of the Employee Services Protocol as developed in consultation with the Local may be amended from time to time in consultation with the Local.

20.0.0. **PRINTING OF THE AGREEMENT**

- 20.1.0. The Board shall provide, at the Board's expense, a copy of this Agreement to each Occasional Teacher and shall provide the Union with (25) twenty-five copies once the printing has been completed.

21.0.0. **PERSONNEL FILES**

- 21.1.0. An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of the person designated by the employer. The Occasional Teacher may be provided with a copy of any material contained in this file.
- 21.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.
- 21.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 14.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.

Where the Board amends such information under 21.3.0. the Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.

22.0.0. COMMUNICATIONS

- 22.1.0. The Board will provide to the Local a copy of the Board's public session agenda and of the approved minutes of the public Board meetings.
- 22.2.0. All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.

23.0.0. POSTING OF NOTICES – BULLETIN BOARD

- 23.1.0. The Board shall provide space on a bulletin board in each elementary school for the posting of notices dealing with Union business. All such notices shall receive prior written approval from the person designated by the employer. Such approval shall not be unreasonably withheld. Where practical, the decision will be communicated to the Union within one business day of receipt, by the person designated by the Employer, of the requested notice.

24.0.0. UNION BUSINESS

- 24.1.0. Subject to 24.1.1. to 24.1.2., the Board shall grant a paid leave of absence to an Occasional Teacher who is elected either to ETFO Provincial Office or as full time President and/or other officer(s) of the Local for a period of a year.
- 24.1.1. Such an Occasional Teacher shall be paid, at the rate that is set by the Union, provided that the rate conforms to either the appropriate daily or the appropriate long term occasional teacher rate.
- 24.1.2. Such an Occasional Teacher will be retained on the Board's Occasional Teacher List, in an "inactive" status, for the duration of the period of elected office.
- 24.2.0. If the Local requests a part-time leave for the President and/or other officer(s) of the Local, the Board shall grant such request provided that the part-time leave shall be regularly scheduled in a manner acceptable to the Board.
- 24.2.1. 24.1.1. applies to a part-time leave for the President and/or other officer(s).
- 24.2.2. It is understood and agreed that the President and/or other officer(s) will be unavailable for long term occasional teaching positions while on a part-time leave for union business.

- 24.3.0. The Union may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Union in all negotiations for the renewal of this Agreement with the representatives of the Board.
- 24.3.1. Subject to the program needs of the Board, a Long Term Occasional Teacher, who is a member of the negotiating committee, shall be paid at the rate that the Occasional Teacher would receive as a Long Term Occasional Teacher.
- 24.4.0. Effective September 1, 2002 any paid leave of absence shall be considered as teaching experience where the President or other officer(s) of the Local are being paid a long term occasional grid salary by the Board as reimbursed by the Local.
- 24.5.0. The period of paid leave for the President or other officer(s) of the Local shall be considered as a period contributing to eligibility for participation in the Board's employee benefit plans as set out in 13.0.0. provided that, if the Occasional Teacher participates, the Union reimburses the Board for the Board's share of the premium costs.
- 24.6.0. When the Board requires that an Occasional Teacher, as a representative of the bargaining unit, be present at a meeting, dealing with matters relating to the bargaining unit, during the Occasional Teacher's normal hours of work, the Board shall pay the Occasional Teacher at the rate for the day or half day for which the presence is required.
- 24.7.0. The Union shall reimburse the Board for the full employment costs incurred under 24.1.0. to 24.5.0.
- 24.8.0. Notwithstanding 24.7.0., a member of the negotiating committee under 24.3.0., who is employed in a Long Term Occasional Teacher position at the time when a meeting, or meetings, with the Board's negotiating team has, or have been, scheduled by a mediator or conciliation officer, shall, if the assignment continues on the days of the meeting(s), be released with the applicable pay and benefits for the meeting(s).
- 24.8.1. The time referred to in 24.8.0. is the time when the mediator or conciliator notifies the parties of the meeting(s).

25.0.0. **ABSENCE DURING THE QUALIFYING PERIOD OF
A PRE-SCHEDULED LONG TERM OCCASIONAL
TEACHER ASSIGNMENT**

- 25.1.0. Subject to 25.1.1. and 25.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least ten (10) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.
- 25.1.1. The reason for the absence shall be limited exclusively to an absence for an approved religious holy day, a professional development day or for personal illness.
- 25.1.2. Prior to being absent, the Occasional Teacher shall notify the Principal, or designate, of the reason for the absence and confirm to the Principal, or designate, the Occasional Teacher's intent to return to the assignment after the absence.
- 25.2.0. An absence, under 25.1.0., does not count as a day towards the qualifying period under 5.6.0.

26.0.0. **ACCESS PROVISIONS**

26.1.0. **Access to Day School Teacher Positions**

- 26.1.1. The Board will, in consultation with the Local, establish a process to ensure that Occasional Teachers are aware of the deadlines for applying for day school teaching positions.
- 26.1.2. The Board will provide an information session, to which Occasional Teachers shall have access, regarding the selection process, including the criteria for selection to the approved for hire list.

26.2.0. **Access to Long Term Occasional Teaching Positions**

- 26.2.1. When, at least 15 school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term occasional teaching assignment, the assignment shall be advertised on a dedicated telephone line for a period of four days. As soon as is administratively feasible, the Board may implement electronic posting of positions.

- (a) After which time, interviews will be held by the appropriate staff to select the person to fill the long term occasional teaching assignment.
- (b) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.
- (c) To fill a long term occasional teaching assignment with a person, other than an Occasional Teacher already on the Occasional Teacher List, permission must be received from the Central Co-ordinating Principal—Occasional Teachers or designate, prior to offering the position.

27.0.0. **NON TEACHING DUTIES**

- 27.1.0. No Occasional Teacher shall be required to perform as part of that Occasional Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, and Regulations thereunder.

28.0.0. **WORKING CONDITIONS**

- 28.1.0. Each Occasional Teacher shall have a minimum of 40 consecutive, uninterrupted minutes for lunch.
- 28.2.0. Wherever possible, as determined by the school administration, the timetable for an Occasional Teacher shall be the same as the timetable of the Teacher who is being replaced.
- 28.3.0. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.

29.0.0. **CONTINUING EDUCATION OCCASIONAL TEACHERS**

- 29.1.0. Except as set out in 29.1.1. and 29.1.2., only the terms and conditions of employment, in 29.0.0., apply to Continuing Education Occasional Teachers.
- 29.1.1. The following apply to Continuing Education Occasional Teachers:

1.0.0. and 1.1.0
2.0.0. to. 2.2.0.
3.0.0. and 3.1.0.
4.0.0. and 4.1.0.
5.2.0. and 5.3.0.
6.0.0. and 6.1.0.
7.0.0. to 7.4.0.
8.0.0. and 8.1.0.

29.1.2.

Grievance Procedure

- (a) Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

Step One

- (b) An Occasional Teacher or group of Occasional Teachers may submit a grievance, in writing and signed by the Union, to the person designated by the Employer. The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought. The person designated by the employer shall attempt to resolve the grievance within 10 days of receipt of the grievance in writing.
- (c) The Board or Union shall initiate an individual or a group grievance by giving notice to the other party within 25 days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- (d) The time within which such grievance may be brought may extend up to 25 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 25 days preceding the end of the term of this Agreement.
- (e) The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

Step 2 - Arbitration of Grievance

- (f) Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.
- (g) The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- (h) The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- (i) The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- (j) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (k) Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

29.2.0. **Salary**

29.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be :

September 1, 2002 \$37.48 inclusive of holiday and vacation pay;

September 1, 2003 \$38.42 inclusive of holiday and vacation pay;

April 1, 2004 \$38.61 inclusive of holiday and vacation pay.

29.2.2. The hourly rate of pay, set out in 29.2.1., shall be payment for the normal duties of a Continuing Education Occasional Teacher and shall be paid for classroom hours only.

LETTER OF UNDERSTANDING
Re: Short Term Occasional Teachers
- Non-Degreed and Pay Equity Plan

In accordance with the Pay Equity Plan:

1. The daily base rate for Short Term Occasional Teachers - Non-Degreed has been adjusted to be 92.5% of the daily base rate for Short Term Occasional Teachers - Degreed.
2. The daily base rate for a Short Term Occasional Teacher - Non-Degreed shall not equal the daily base rate for a Short Term Occasional Teacher - Degreed except as follows:
 - (a) The Short Term Occasional Teacher - Non-Degreed who acquires a recognized Degree and provides evidence of same to the Board shall be paid the daily rate for a Short Term Occasional Teacher - Degreed.
 - (b) After 250 full-time equivalent days worked as an Occasional Teacher with the Board, a Short Term Occasional Teacher - Non-Degreed who has successfully completed five university courses leading to a recognized degree which are acceptable courses as defined below and are additional to the qualifications which would be used by a LTO for placement in Category B* shall be paid the daily rate for a Short Term Occasional Teacher - Degreed.
 - (c) After 250 full-time equivalent days worked as an Occasional Teacher with the Board, a Short Term Occasional Teacher - Non-Degreed who has successfully completed five acceptable courses, at least three of which must have been completed since January 1, 1990, in addition to the qualifications which would be used by a LTO for placement in Category B*, shall be paid the daily rate for a Short Term Occasional Teacher - Degreed.

"Acceptable courses" shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement under the terms of the Collective Agreement.
(The Short Term Occasional Teacher - Non-Degreed shall provide the Board with a Category statement of Evaluation from QECO which shall show the appropriate QECO Category ranking and additional educational qualifications in order to permit the Board to assess the foregoing clauses.)
 - (d) After 250 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board, a Short Term Occasional Teacher who has provided the Board with the

documentation required, as set out under (b) (2) or (b) (3) above, shall be paid experience bonus rate (#4) in addition to the base rate for a Short Term Occasional Teacher - Degreed as shown below:

Non-Degreed with Required Qualifications	Daily Base Rate	Exper. Bonu s #4	Vac. Pay	Stat. Hol.	Total
Effective Sept. 1/2002	\$149.54	\$20.60	\$6.81	\$5.10	\$182.05
Effective Sept. 1/2003	\$153.28	\$21.12	\$6.98	\$5.23	\$186.61
Effective April 1/2004	\$154.05	\$21.23	\$7.01	\$5.26	\$187.55

In order to be eligible to receive the rate set out above from January 1 an Occasional Teacher must submit the necessary documentation by June 1 next. Otherwise the Occasional Teacher will not be eligible for this rate until September 1 next.

In order to be eligible to receive the rate set out above from September 1 an Occasional Teacher must submit the necessary documentation by December 15 next. Otherwise the Occasional Teacher will not be eligible for this rate until January 1 next.

* based on the QECO #4 qualifications for Category B in effect September 1, 1990.

LETTER OF UNDERSTANDING
Re: Letters of Concern and/or Discipline

The parties agree that:

- (i) The process of performance appraisal is sometimes separate and distinct from letters of concern and/or discipline.
- (ii) A letter of concern and/or discipline, must be forwarded to an Occasional Teacher within the timelines stipulated in Article 14.3.0.

LETTER OF INTENT
Re: Data Collection and Staffing

The Board will gather, on an on-going basis, data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointments. This data will be shared with the Elementary Occasional Teachers' Consultation Committee. If the Elementary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President of the Local in a timely fashion.

A Staffing Committee shall be convened no later than June of each year to review the staffing process for the upcoming year. This Committee shall be comprised of equal representatives from the Board and the Local. This Committee shall be a sub-committee of the Elementary Occasional Teachers' Consultation Committee.

The Board and the Local agree to continued consultation concerning the Board's occasional teacher requirements with reference to grade, subject and geographic needs. Such consultation shall include input from the occasional teaching department, the hiring/recruitment/staffing department, and the Union Local.

The Union Local undertakes to inform its members of changes to the Board's occasional teacher requirements.

IN WITNESS WHEREOF the Board has caused to be fixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Union has by the hands of its duly authorized representatives executed this Agreement.

Dated at Toronto this 21 day of September, 2003.

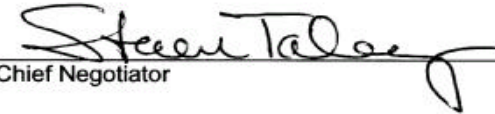
The Toronto District School Board



Supervisor



Director of Education and Secretary-Treasurer



Chief Negotiator

Elementary Teachers' Federation of Ontario
(representing Elementary Occasional Teachers
employed by the Toronto District School Board)



President



Chief Negotiator

SUPPLEMENTARY INFORMATION

(This information is not part of the Collective Agreement)

September 1, 2002 – March 31, 2003

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	32,440	35,070	36,701	39,695	42,508
1	34,153	36,923	38,648	42,363	44,815
2	36,142	39,072	40,893	45,182	47,560
3	38,127	41,218	43,143	47,996	50,313
4	40,389	43,664	45,678	50,964	53,507
5	42,646	46,103	48,231	53,927	56,699
6	44,180	48,548	50,771	56,892	59,889
7	46,407	50,996	53,307	59,858	63,088
8	48,630	53,439	55,852	62,821	66,277
9	50,854	55,884	58,393	65,789	69,472
10	53,079	58,328	60,932	68,758	72,664
11X	54,537				
11Y	55,412				
11Z	58,328				

April 1, 2003 – August 31, 2003

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	32,635	35,280	36,921	39,933	42,763
1	34,358	37,145	38,880	42,617	45,084
2	36,359	39,306	41,138	45,453	47,845
3	38,356	41,465	43,402	48,284	50,615
4	40,631	43,926	45,952	51,270	53,828
5	42,902	46,380	48,520	54,251	57,039
6	44,445	48,839	51,076	57,233	60,248
7	46,685	51,302	53,627	60,217	63,467
8	48,922	53,760	56,187	63,198	66,675
9	51,159	56,219	58,743	66,184	69,889
10	53,397	58,678	61,298	69,171	73,100
11X	54,864				
11Y	55,744				
11Z	58,678				

September 1, 2003 – March 31, 2004

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	33,451	36,162	37,844	40,931	43,832
1	35,217	38,074	39,852	43,682	46,211
2	37,268	40,289	42,166	46,589	49,041
3	39,315	42,502	44,487	49,491	51,880
4	41,647	45,024	47,101	52,552	55,174
5	43,975	47,540	49,733	55,607	58,465
6	45,556	50,060	52,353	58,664	61,754

7	47,852	52,585	54,968	61,722	65,054
8	50,145	55,104	57,592	64,778	68,342
9	52,438	57,624	60,212	67,839	71,636
10	54,732	60,145	62,830	70,900	74,928
11X	56,236				
11Y	57,138				
11Z	60,145				

April 1, 2004– August 30, 2004

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	33,618	36,343	38,033	41,136	44,051
1	35,393	38,264	40,051	43,900	46,442
2	37,454	40,490	42,377	46,822	49,286
3	39,512	42,715	44,709	49,738	52,139
4	41,855	45,249	47,337	52,815	55,450
5	44,195	47,778	49,982	55,885	58,757
6	45,784	50,310	52,615	58,957	62,063
7	48,091	52,848	55,243	62,031	65,379
8	50,396	55,380	57,880	65,102	68,684
9	52,700	57,912	60,513	68,178	71,994
10	55,006	60,446	63,144	71,255	75,303
11X	56,517				
11Y	57,424				
11Z	60,446				

August 31, 2004

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	33,954	36,706	38,413	41,547	44,491
1	35,746	38,646	40,451	44,338	46,905
2	37,828	40,894	42,800	47,289	49,778
3	39,906	43,141	45,155	50,234	52,659
4	42,273	45,701	47,809	53,342	56,003
5	44,636	48,255	50,481	56,443	59,343
6	46,241	50,812	53,140	59,545	62,682
7	48,571	53,375	55,794	62,650	66,031
8	50,899	55,933	58,458	65,752	69,369
9	53,226	58,490	61,117	68,858	72,713
10	55,555	61,049	63,774	71,966	76,055
11X	57,081				
11Y	57,997				
11Z	61,049				