

COLLECTIVE AGREEMENT

between

THE DURHAM DISTRICT SCHOOL BOARD
(the "Board")

and

**THE ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO**
(the "Union")

on behalf of

E.T.F.O. DURHAM
OCCASIONAL TEACHERS' LOCAL
(the "Bargaining Unit")

September 1, 1998 - December 31, 2000

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SIGNATURE PAGE

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of both Parties to this Agreement to maintain and further a harmonious relationship and to set forth certain terms and conditions of employment as to salary and other matters to which the Parties agree, including procedures for the prompt disposition of grievances.
- 1.02 This Agreement shall apply to all Supply Occasional, Extended Occasional and Occasional Agreement Teachers who, from time to time, are employed by the Board as Elementary Occasional Teachers.
- 1.03 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the Labour Relations Act, there shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Should other employees with the Board be engaged in a lawful strike or lock-out with the Board, the employees covered by this Agreement shall continue to perform their normal and regular duties as required.

The term "strike" includes any action or activity by teachers in combination or in concert or in accordance with a common understanding that is designed to curtail, restrict, limit or interfere with the operation or functioning of a school or schools, including without limiting the foregoing,

- (a) withdrawal of services;
- (b) work to rule; and/or
- (c) the giving of notice to terminate employment or occasional contracts.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Elementary Teachers' Federation of Ontario ("E.T.F.O.") as the bargaining agent of all qualified Occasional Teachers employed by the Durham District School Board in its elementary panel.
- 2.02 The Parties recognize the right of each party to obtain assistance from advisors, agents or counsel to assist the party in matters pertaining to the negotiation of this Agreement. Each party shall be responsible for all fees and expenses incurred to provide for the service of its representatives.
- 2.03 The Board recognizes the Negotiating Committee of the Bargaining Unit as the official body to represent the Local and to negotiate on its behalf unless notified otherwise in writing by the Union. The Union and Bargaining Unit recognize the Negotiating Committee of the Durham District School Board as the official body to represent the Durham District School Board and to negotiate on its behalf.

ARTICLE 3 - DEFINITIONS AND CLASSIFICATIONS

- 3.01 Occasional Teacher means an employee hired to teach as a substitute for a permanent, probationary or temporary teacher who has died during the school year or who is absent from regular duties for a temporary period that is less than a school year and does not extend beyond the end of a school year. Occasional Teacher does not include an employee who does not have the qualifications of a teacher as defined by clause 1(1)66 of the Education Act, but does include a recent graduate who is qualified and has made application to hold valid Certificates of Registration and Qualifications from the Ontario College of Teachers and is awaiting certification but does not include a person who is subsequently denied membership for any reason. Where a teacher's membership in the College is denied or subsequently suspended or revoked by the College in accordance with its mandate and practice, that teacher's employment shall be terminated forthwith from the Board.
- 3.02 No person covered by any other collective agreement made under the Labour Relations Act shall be covered by this Agreement. However, a person who is covered by such other collective agreement in respect of part-time employment with the Board, and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect of such occasional teaching employment.
- 3.03 Supply Occasional Teacher means an employee whose employment is for a casual period that is on a day-to-day basis: (a) until no longer required; (b) until twenty (20) consecutive and uninterrupted days in one (1) position are exceeded (see 3.04 below); or (c) until granted an Occasional Agreement (see 3.05 below).
- 3.04 Extended Occasional Teacher means an employee whose employment as an Occasional Teacher in one (1) position exceeds twenty (20) consecutive and uninterrupted instructional days.
- 3.05 (a) Occasional Agreement Teacher means an employee whose employment as an Occasional Teacher in one (1) position is known in advance to exceed forty (40) instructional days and who has been granted an Agreement reflecting the contractual arrangement.
- (b) Effective January 1, 1999, if an occasional teacher has taught forty (40) consecutive instructional days in one assignment, he or she shall be given an Agreement reflecting the assignment as a contractual arrangement back-dated to the first day of the assignment. This provision shall not be applied nor construed in a manner that would give it retroactive effect.
- 3.06 For the purpose of determining instructional days for Sections 3.04, 3.05 and 13.01, an instructional day shall be recognized as a full day when the teacher has met the teaching obligations on that day.

ARTICLE 4 - TERM AND EFFECTIVE PERIOD

- 4.01 The term of this Agreement is from September 1, 1998 to December 31, 2000, inclusive.
- 4.02 This Agreement shall be effective as of the date of signing and shall remain in effect until December 31, 2000, and shall continue in effect with all clauses, provisions and articles unchanged until such time as this Agreement is itself superceded by a new Agreement, or is amended by the written agreement of the parties, or is terminated in accordance with the Labour Relations Act and regulations, as may be amended from time to time.

ARTICLE 4 - TERM AND EFFECTIVE PERIOD (CONT.)

- 4.03 Either party to this Agreement may, within 90 days of the expiry date of the Agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without amendment, of the agreement then in operation or to the making of a new agreement.
- 4.04 This Agreement shall supersede all previous Agreements. Any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.

ARTICLE 5 - GENERAL

- 5.01 The Union and the Bargaining Unit recognize that it is the exclusive right of the Board to manage its affairs, schools and employees except as expressly limited in this Agreement.
- 5.02 Each of the parties hereto agree that there shall be no interference, restraint, coercion, or discrimination exercised or practised upon Occasional Teachers in the elementary panel because of participation or lack of participation in the lawful activities of the Union.
- 5.03 No teacher who has completed the probationary period as set out in Article 13 shall be discharged and/or disciplined without just cause. In such cases, reasons shall be communicated to the teacher, in writing, within twenty (20) school days of the discharge and/or imposition of discipline.
- 5.04 A teacher may be required, upon request by the Board or its designate, to produce for the Board proof of current and valid membership and certification with the Ontario College of Teachers. Failure to produce satisfactory proof in accordance with the foregoing within two (2) weeks of a request, which time may be extended by mutual agreement, may result in disciplinary action against the teacher, up to and including suspension or termination of employment with the Board.
- 5.05 Supply Teacher Handbook/Information Package

The Board shall ensure that an elementary school Principal endeavours to provide an information package to an occasional teacher at the time she or he first enters a school. That package shall include, if possible, the following:

1. A current class list for each class assigned;
2. A map of the school;
3. A list of the regular administration, secretarial and custodial staff;
4. The teacher's timetable and class times;
5. Procedures for: use of the P.A. system/telephone/intercom; fire drill; evacuation procedures; medical concerns;
6. Attendance procedures;
7. A summary outlining the expectations regarding the school discipline code and other pertinent policies;
8. Yard and lunch duty schedules [including indoor schedules]; and
9. Class seating plan(s).

UNION SECURITY

- 6.01 The Board agrees to deduct from the pay of each employee in the bargaining unit an amount to be specified by the Union or its designate as regular union dues. Deductions shall be made only to the extent that wages are available. Where an employee does not have sufficient wages in any pay period to permit deductions under this Article, the Board shall not be obligated to make such deductions from subsequent salary in respect of the earlier pay period. A list of the employees' names from whose wages such deductions have been made, the amount of the deduction, and the number of days worked shall be submitted to the President of the Bargaining Unit. All deductions shall be remitted to the General Secretary of the E.T.F.O. within thirty (30) days following the deduction.
- 6.02 Notwithstanding the foregoing, an employee who, because of her or his religious conviction or beliefs, objects to the remittance of these deductions to the Union, may apply to the Ontario Labour Relations Board for an exemption from this provision. Upon receipt of such exemption, Section 6.01 and 6.03 shall not apply to the employee.
- 6.03 The Union or its designate agrees to provide the Board with at least thirty (30) calendar days notice in writing of its desire to alter the amount of such dues. Changes in dues shall be implemented by the Board in the first pay period following such notice or at such later date as may be requested.
- 6.04 The Bargaining Unit shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the provision of employee information and the deduction and remittance of dues by the Board pursuant to this Article.
- 6.05 The Board shall provide to the Bargaining Unit President, by September 30 each year, a letter stating the total number of Elementary Occasional teaching days worked in the previous year.
- 6.06 At time of hire the Board shall provide each Occasional Teacher with a copy of the current collective agreement in force between the Board and the Bargaining Unit, and a general information package relevant to the job. The information package shall be developed in consultation with the Bargaining Unit.
- 6.07 The Board will make copies of the current collective agreement available at the Education Centre for Occasional Teachers.

ARTICLE 7 - BOARD/LOCAL RELATIONS

7.01 Consultation Committee

- (a) The parties agree upon signing this Agreement to establish a Consultation Committee to discuss matters of mutual interest. The Committee shall consist of up to three (3) representatives of the Bargaining Unit who have completed their probationary periods and up to three (3) representatives of the Board.
- (b) Meetings of the Consultation Committee will be arranged by the appropriate Superintendent or designate upon request by either party and scheduled at times convenient to the representatives. The party requesting a meeting shall indicate with its request the topics it wishes to discuss, including the calling of Occasional Teachers, and any other matter that is a concern to either party.

ARTICLE 7 - BOARD/LOCAL RELATIONS (CONT.)

7.02 Mailings

When a mailing is deemed necessary by both the Board and the Occasional Teachers' Bargaining Unit, the cost of such mailing shall be shared equally by both parties.

7.03 Union Business

At the request of the Bargaining Unit, an Occasional Teacher shall be released from teaching duties for the purpose of contract administration and direct negotiations with the Board, or for purposes of Union business, to a maximum of fifteen (15) school days, in the aggregate, per annum. Such a leave for Union business shall not constitute a break in continuous service. In such cases, the Bargaining Unit is responsible for the Occasional Teacher's pay. The Board shall administer such payment, and shall be reimbursed by the Bargaining Unit.

7.04 Release Time for Union Business

- (a) The Board agrees to an arrangement to continue release time for Union business, specifically on the understanding that time release would only be available for a Supply Occasional Teacher. For clarification, this means that, if the President of the Occasional Teachers' Bargaining Unit were to accept either an Occasional Agreement or an Extended Occasional assignment, a designate for receipt of time release would be appointed by the Bargaining Unit from the Supply Occasional group. It is understood and agreed that this working approach avoids the problems discussed between the parties, such as classroom continuity, sick leave cost, teaching experience, etc.
- (b) In accordance with the foregoing, and provided that the Occasional Teachers' Bargaining Unit provides the Board annually by the first week in September with a list of the days required, the following will apply:
 - (i) The Board will pay the usual daily rate of pay, in accordance with Article 12 - Method of Payment, for the school days designated for Union business, and will forward a bill monthly to the Bargaining Unit for reimbursement. This salary payment will be subject to all applicable deductions, including Teachers' Pension, Income Tax, Employment Insurance, Canada Pension, and Union Fees.
 - (ii) The Board will bill the Bargaining Unit for the employer contributions for Employment Insurance, Canada Pension, Employer Health Tax and Workers' Compensation.
 - (iii) The hours of work to be reported for Employment Insurance purposes will be in accordance with the Memorandum of Understanding dated December 30, 1996 (i.e. seven (7) hours).
 - (iv) The Board agrees to consider this time release as days worked for group benefits purposes (Article 15 of the Agreement).
 - (v) This release time arrangement is understood and agreed to be distinct from that provided for in Article 7.03 of the Agreement, and it is further agreed and understood that it is entered into on the basis that the Board will be reimbursed for the salary and related costs as set out above.

ARTICLE 8 - CORRESPONDENCE

- 8.01 Unless otherwise provided within this Agreement, all correspondence between the parties arising out of or incidental to this Agreement shall pass to and from the President of the Bargaining Unit and the appropriate Superintendent of Education or designate.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 In cases of disagreement or misunderstanding, every effort shall be made to resolve the matter amicably between the employee and the appropriate Principal or Superintendent before the grievance procedure herein provided is followed.
- 9.02 Within the terms of this Agreement, a grievance shall be defined as a complaint in writing relating to the interpretation, application, administration or alleged violation of this Agreement and shall be submitted at Step One not later than ten (10) days after the incident giving rise to the grievance unless otherwise agreed to in writing. Any question as to whether a matter is arbitrable may be processed under the grievance procedure and be submitted to arbitration. The grievance shall stipulate the name of the grievor; shall state the facts giving rise to the grievance; shall specify the date on which the incident giving rise to the grievance occurred; shall identify by specific reference the provision(s) of this Agreement alleged to have been violated; and shall indicate the relief sought. The grievance shall be signed by the authorized representative of the Bargaining Unit.
- 9.03 Step One: If the complaint cannot be resolved under Section 9.01, the grievance shall be submitted by the Union at Step One in writing, signed by an authorized representative of the Bargaining Unit within the time limits specified in Section 9.02, to the Superintendent responsible for the school or department in which the grievor has been working. The Superintendent shall have ten (10) days from receipt of the grievance in which to respond.
- 9.04 Step Two: Failing settlement at Step One, the Union may submit the grievance to the Superintendent of Education/Employee Relations or designate at Step Two within and not after five (5) days of receiving the answer at Step One or within five (5) days of the expiry of the time limit in which the Board should have responded. The Superintendent of Education/Employee Relations or designate shall have ten (10) days from receipt of the grievance in which to respond.
- 9.05 Any grievance which is not commenced or carried through to the next stage of the grievance procedure by the grievor within the time specified shall be deemed to have been abandoned, and no further action may be taken with respect to such grievance. If the stipulated time limits are not met by the party against whom the grievance is being lodged, the grievor shall have the right to pursue the grievance at the next step of the procedure upon the expiry of the time limit which the other party failed to meet. The time limits specified in this procedure may be extended by mutual agreement in writing between the parties to this Agreement.
- 9.06 The following types of grievances are recognized:
- (a) Employee Grievance: which is defined as a grievance of an individual employee and which shall be taken up at Step One of the grievance procedure.
 - (b) Group Grievance: which is defined as a grievance of a group of employees concerning the same incident and which shall be taken up at Step One of the grievance procedure.

ARTICLE 9 - GRIEVANCE PROCEDURE (CONT.)

- (c) Discharge Grievance: where an Occasional Teacher's name has been removed from the Occasional Teacher List for disciplinary reasons, and the employee considers such discipline to be without just cause, the Union may file a grievance at Step Two of the grievance procedure hereunder within and not after ten (10) days of such termination.
 - (d) Policy Grievance: which is defined as a grievance by the Board, or as a grievance by the Bargaining Unit, the subject matter of which cannot be the subject of an employee grievance. The President of the Bargaining Unit or the Board or a representative of the Board may initiate a policy grievance using the same criteria in 9.01 and 9.02 above except that a grievance initiated by the President of the Bargaining Unit shall proceed immediately to Step Two. In the case of a grievance initiated by the Board or a representative of the Board, it shall be forwarded to the President of the Bargaining Unit for reply.
- 9.08 All references to days in this Article shall mean working days, excluding statutory holidays, Christmas break, mid-winter break, and the summer break period. However, in the interests of the expeditious resolution of complaints or disputes, any grievance arising on facts or in circumstances known to a grievor before the end of the last day of the school year shall be filed with the Board through the Superintendent of Education/Employee Relations within one month of the end of the school year in which the facts or circumstances arose. A failure to file the grievance within that time frame shall mean no grievance can be subsequently filed or advanced. All other time limits in the grievance procedure shall apply accordingly.
- 9.09 References to "employee" or "grievor", when used in the singular throughout this article, shall be understood and read in the plural where the context so requires.

ARTICLE 10 - ARBITRATION PROCEDURE

- 10.01 Failing settlement at Step Two, the grievance may be referred to arbitration by either party after the grievance procedure has been exhausted. The party seeking arbitration shall notify the other in writing of its desire to submit the grievance to arbitration within ten (10) days of receipt of the Step Two reply or the expiry of the time limit for the response at Step Two.
- 10.02 (a) Within seven (7) regular school days of receipt of the notification referring the grievance to arbitration, the Bargaining Unit President (or designate) and the Superintendent of Education/Employee Relations (or designate) shall appoint an arbitrator to hear and decide the grievance.
- (b) The parties agree that the following five persons shall, in turn, serve as single arbitrators on a rotating basis:
- 1. Ian Hunter
 - 2. William Kaplan
 - 3. Ross Kennedy
 - 4. William Marcotte
 - 5. Ken Swan

ARTICLE 10 - ARBITRATION PROCEDURE (CONT.)

- 10.02 (CONT.) If an arbitrator is not available within a reasonable period of time, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out-of-turn or select an arbitrator not on the list.

- (c) If none of the persons on the list is available, and if the parties are unable to agree upon an alternative arbitrator, the parties shall ask the Ontario Minister of Labour to appoint a single arbitrator.
 - (d) The arbitrator shall hear and determine the grievance and shall issue a decision binding upon the parties and upon any teacher(s) affected by it.
- 10.03 No person may act as arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 10.04 The decision of the arbitrator shall not add to, delete from, modify or otherwise amend the provisions of this Agreement, or provide a remedy effective before the established date of the incident as identified in Section 9.02.
- 10.05 Each of the parties to this Agreement shall pay the wages and expenses of its witnesses, its representatives or counsel, and will share equally the fees and disbursements of the arbitrator.
- 10.06 Where a grievance alleges an unjust discharge or suspension, with or without pay, the arbitrator shall have the authority to:
 - (a) confirm the Board's action and dismiss the grievance; or
 - (b) reinstate the employee with or without compensation for wages lost; or
 - (c) vary, alter or set aside the penalty imposed by the Board; or
 - (d) make such other determination as, in the arbitrator's discretion, may be deemed justified.
- 10.07 Notwithstanding article 10.06, the applicable standard for termination of a probationary occasional teacher shall be as set out in Article 13.02.
- 10.08 All reference to days in this Article shall mean working days, excluding statutory holidays, Christmas break, mid-winter break, and the summer break period.
- 10.09
 - (a) In any particular grievance, the parties may agree to a tripartite Board of Arbitration, rather than a single arbitrator. Upon agreement, the referral to arbitration (see 10.01) shall contain the name of the referring party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.
 - (b) The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list (see 10.02 (b)), although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.
 - (c) The provisions of Article 10 related to a single arbitrator shall similarly apply to a Board of Arbitration.

ARTICLE 11 - WAGES

11.01 Supply Occasional Teachers

(a) With Degree

Effective January 1, 1999, supply Occasional Teachers who hold an approved university degree shall be paid at the rate of \$142.53 for each day worked.

(b) Without Degree

Effective January 1, 1999, supply Occasional Teachers who do not hold an approved university degree shall be paid at the rate of \$131.13 for each day worked.

11.02 Extended Occasional Teachers

An Extended Occasional Teacher shall be placed on the Durham Elementary Teachers' Salary Grid with the recognized teaching experience and category placement in accordance with Section 11.06 of this Agreement, on the twenty-first (21st) consecutive and uninterrupted instructional day worked in one (1) position. Payment on the aforesaid Elementary Teachers' salary grid shall be retroactive to the first day of the assignment and shall remain in effect until the termination of the assignment.

11.03 Occasional Agreement Teachers

An Occasional Agreement Teacher shall be placed on the Durham Elementary Teachers' Salary Grid with the recognized teaching experience and category placement in accordance with Section 11.06 of this Agreement. Occasional Agreement Teachers shall continue to be paid according to the Durham Elementary Teachers' Salary Grid until the termination of the assignment.

11.04 The parties agree that the wage rates specified herein include vacation and holiday pay.

11.05 The parties agree that the wage rates specified herein shall be prorated for assignments to positions on less than a full-time basis.

11.06 Extended Occasional and Occasional Agreement Teachers' Grid Placement

(a) Category placement on the Durham Elementary Teachers' Salary Grid shall be determined in accordance with the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Programme 3.

(b) All full teaching months of experience in Ontario or equivalent including teaching experience with the Durham District School Board as an Extended Occasional Teacher or Occasional Agreement Teacher shall be recognized for grid placement in accordance with the following formula.

Full-time day school teaching experience in Ontario or equivalent within one (1) school year or full-time day school teaching experience as an Extended Occasional or Occasional Agreement Teacher with the Board within one (1) school year shall be recognized.

Experience on less than a full-time basis shall be prorated based on the ratio of the number of full months taught within the school year and the percentage of time employed. A full month shall be the equivalent of twenty (20) teaching days.

ARTICLE 11 - WAGES (CONT.)

- 11.06 c) Occasional Teachers are obliged to provide proof of teaching qualifications prior to placement on the Occasional Teacher List, except as otherwise provided in paragraph 14.01. For initial placement on the salary grid, as necessary, Occasional Teachers are also obliged to provide proof of teaching experience and verification of category placement. Changes from initial grid category placement shall be made in accordance with (d) or (e) below.
- (d) The Board will adjust the salary of a teacher as of September 1:
- (i) if requirements for placement in a higher category are completed before the beginning of school in September, and
 - (ii) if application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Director or designate at the earliest opportunity, but not later than the last teaching day in December of the current year.
- (e) The Board will adjust the salary of a teacher as of January 1:
- (i) if requirements for placement in a higher category are completed before December 31, and
 - (ii) if application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Director or designate after the last teaching day in December but before May 31.

ARTICLE 12 - METHOD OF PAYMENT

- 12.01 Employees covered by the terms of this Agreement shall be paid on a bi-weekly basis every second Friday, based upon days worked up to the third preceding Friday. Where the scheduled Friday pay date is a banking holiday, employees shall be paid on the day prior.
- 12.02 (a) An employee who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be paid for a half-day and shall be assigned duties by the Principal or designate to be performed during this half-day period.
- (b) An employee who reports for a full day assignment as a result of a call-out error on the part of the Board shall be paid for a full day and shall be assigned duties by the Principal or designate to be performed during the full day.
- (c) For the purpose of calculating consecutive days of employment for Extended Occasional Teachers under paragraph 11.02, employment shall not be regarded as interrupted as a result of an emergency school closure.
- (d) In the event of the early dismissal of students due to a school closure resulting from emergency conditions, an Occasional Teacher shall be paid the full salary for which they were contracted.
- (e) An assignment bridging lunch time shall be considered a full day assignment for purposes of payment;
- (f) When a teacher is assigned two (2) half day assignments at different schools, the Principal shall not assign that teacher to lunch time duties at either school.

ARTICLE 12 - METHOD OF PAY (CONT.)

12.03 Extended Occasional Teachers and Occasional Agreement Teachers shall participate with pay in professional development days that occur during the period of their assignment while in this classification.

12.04 An Occasional Teacher shall receive a Human Resources Development Canada Record of Employment (ROE) as soon as possible following receipt of the employee's request.

12.05 Direct Deposit

The Board shall pay all teachers covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to teachers by implementing a direct deposit electronic transfer payroll system and that its obligation to teachers on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

Newly-hired teachers will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts on the date of hire or at least fifteen (15) school days prior to their first pay day. Teachers will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen (15) school days prior to such changes becoming effective. Where an employee closes or changes an account in such a way that it is not possible to deposit the pay in the designated bank account, the Board shall not be responsible for providing a replacement pay until such time as the funds have been returned to the Board's bank account. Where there is insufficient information provided to allow a direct deposit to be made, the teacher's pay will be held by the Board without interest.

In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from a teacher's salary if the Board is required to perform administrative work not otherwise required but for the teacher's acts or omissions respecting the teacher's direct deposit responsibilities.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 An Occasional Teacher shall be considered to be on probation until the employee has taught a minimum of forty (40) instructional days in the elementary panel with the Board subsequent to the last date the Occasional Teacher was added to the Board's Elementary Occasional Teacher List, and maintained on said list without interruption, except as provided in 14.06.

13.02 During the probationary period, an Occasional Teacher who, in the opinion of the Board, does not perform satisfactorily may be terminated without recourse to the grievance procedure.

ARTICLE 13 - PROBATIONARY PERIOD (CONT.)

- 13.03 All Occasional Teachers, including those who have not completed the probationary period, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary Occasional Teacher will be a lesser standard than for those Occasional Teachers who have successfully completed the probationary period (see 5.03). Probationary Occasional Teachers may be discharged at the discretion of the Board, provided that such discretion is not exercised in bad faith.

ARTICLE 14 - ELEMENTARY OCCASIONAL TEACHER LIST

- 14.01 To be eligible for employment as an Occasional Teacher and inclusion on the list of Occasional Teachers, a teacher must hold valid Certificates of Registration and Qualifications from the Ontario College of Teachers. However, this shall not preclude the employment and inclusion on the Occasional Teacher List of teachers who do not hold the required qualifications in circumstances permitted under the Education Act.
- 14.02 A failure to maintain or, the loss of, an Ontario College of Teachers' Certificate shall result in immediate removal from the Board's list of Occasional Teachers.
- 14.03 The current method of calling Occasional Teachers shall remain in force until amended following consultation.
- 14.04 Where possible, an Occasional Teacher will normally be notified by telephone at least sixty (60) minutes prior to the commencement of the assignment. Where such notice is not possible, the Occasional Teacher may request the dispatcher to notify the school of the Occasional Teacher's estimated time of arrival.
- 14.05 The Elementary Occasional Teacher List will be maintained by the Board. A copy of the List, including updated lists as published, will be forwarded to the President of the Bargaining Unit.
- 14.06 Unless the Occasional Teacher is otherwise employed by the Board or has been granted a leave without pay, an Occasional Teacher who has completed her or his probationary period may have her or his name removed from the Occasional Teacher List under the following circumstances:
- (a) the Occasional Teacher is contacted by the dispatcher on three (3) separate occasions within the school year and on each occasion the Occasional Teacher has refused the assignment; or
 - (b) a dispatcher has called the Occasional Teacher on five (5) separate occasions within the school year and received no answer.
- 14.07 An employee who has completed the probationary period and who is pregnant or who adopts a young child may request a leave of absence without pay for a period of up to one (1) school year.

ARTICLE 14 - ELEMENTARY OCCASIONAL TEACHER LIST (CONT.)

- 14.08 A teacher who wishes to continue to teach on an occasional basis from one school year to the next must notify the Board in writing by June 30, on a form which is to be provided and mailed by the Board by June 1, affirming her or his intent to be available for an occasional teaching assignment.
- 14.09 When the Board advertises or posts for new hires to fill available full or part-time teaching vacancies in the Elementary panel, employees on the Occasional Teacher List may make application for those vacancies. Applications received from such employees will be considered along with other applications received.
- 14.10 Where a teacher has been removed from the Occasional Teachers' List for any reason, including but not limited to termination or resignation, application for reinstatement to the Occasional Teacher List shall be treated as a new application.

ARTICLE 15 - BENEFITS

- 15.01 An Occasional Teacher who has worked in excess of ninety (90) full-time equivalent days as an Occasional Teacher for the Board in the prior school year shall be eligible to enroll and participate in the Employee Benefit Plans as outlined below.

- (a) Group Life Insurance and Accidental Death and Dismemberment (compulsory)
\$30,000 coverage.
- (b) Medical/Dental Health Plan (optional)
- Basic Dental, 1998 O.D.A. with 9 month dental recall
 - Major Restorative (\$1,000/yr.); 50% co-insurance
 - Orthodontics (\$1,000/yr.; \$3,000 lifetime); 50% co-insurance
 - Vision Care \$200/2 years
 - \$8.00/prescription dispensing fee cap

Notwithstanding the above, details of coverage shall be in accordance with the terms of the policy with Manulife Financial or an equivalent policy with an alternative company. For eligible expense coverage, the Group Insurance Plan booklet or the Master Policy should be consulted.

- 15.02 Application and Eligibility

- (a) Each eligible Occasional Teacher shall, not later than November 1 each year, complete and return the benefits election form provided by the Board.
- (b) An eligible Occasional Teacher who elects to participate in the Medical/Dental Health plan shall be a participant in the plan from January 1 to the following December 31 providing that the eligible Occasional Teacher:
- (i) remains on the Board's list of Occasional Teachers; and
 - (ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board.

ARTICLE 15 - BENEFITS (CONT.)

- 15.02 c) An Occasional Teacher currently enrolled in the benefits plan may continue participation in the Plan from the next January 1 to the following December 31 providing that the Occasional Teacher:
- (i) works in excess of ninety (90) full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
 - (ii) fulfills the conditions set out under 15.02 (b).
- (d) Notwithstanding paragraph (c) above, an Occasional Teacher currently enrolled in the benefit plans may continue participation in the plan from the next January 1 to the following December 31 providing that the Occasional Teacher:
- (i) works in excess of forty-five (45) full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
 - (ii) fulfills the conditions set out under 15.02 (b).

15.03 Premiums

- (a) Monthly premium costs for each plan in which the eligible Occasional Teacher participates shall be funded as follows:
- (i) Where eligibility to participate is based upon full-time equivalent school days in excess of ninety (90) from the previous school year, the Board and the eligible Occasional Teacher shall each pay 50% of the premium costs.
 - (ii) Where eligibility to participate is based upon full-time equivalent school days in excess of forty-five (45) from the previous school year, the eligible Occasional Teacher shall pay 100% of the premium costs.
- (b) For those eligible Occasional Teachers who choose to participate in the benefits program, their share of the premium cost shall be paid through the establishment and maintenance of a pre-authorized debit arrangement between their financial institution and the Board, such that the monthly premiums are automatically paid from each Occasional Teacher's designated bank account. If the necessary arrangements are not made by the Occasional Teacher or if any of the pre-authorized debit transactions are not honoured at the bank, the group insurance coverage shall immediately terminate.

- 15.04 If the Occasional Teacher fails to comply with any of the conditions of Article 15, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enroll except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under Article 15.

ARTICLE 16 - LEAVE WITH PAY

This Article shall apply to Extended Occasional and Occasional Agreement Teachers.

16.01 Sick Leave

- (a) Extended Occasional Teachers shall be entitled to two (2) sick leave days upon commencement of the twenty-first (21st) consecutive and uninterrupted instructional day of occasional work, and one (1) sick leave day for each ten (10) full-time equivalent instructional days subsequently completed in the same position.
- (b) Occasional Agreement Teachers shall be entitled to two (2) days of sick leave per full month worked, prorated for less than full-time, and cumulative for the duration of the teaching assignment for which the employee has been contracted. Paid sick leave days will be credited at the end of each month of the assignment worked.
- (c) When it is known that a long term assignment will last more than twenty (20) consecutive teaching days, the long term Occasional Teacher will be credited with the first two (2) days of sick leave at the beginning of the assignment and one (1) additional day thereafter at the conclusion of each subsequent ten (10) day period of teaching after the first twenty (20) in such assignment.
- (d) Where the absence of the above-mentioned teachers (16.01 (a), (b) and (c)) exceeds the number of sick leave days accumulated in the current assignment, to a maximum of eighteen (18) days, the employee's occasional agreement and assignment shall terminate. The Board may elect to reinstate the employee subject to the employee's health and the circumstances concerning the assignment. In such cases the absence of the employee beyond the period covered by accumulated sick leave shall be without pay. The Board may require a medical certificate to be submitted by an employee for any absence.

16.02 Items Not Chargeable to Sick Leave

- (a) A teacher who has been subpoenaed to appear in court as a witness for the Crown or to perform jury duty shall be permitted to be absent without loss of pay for those working days during the employee's assignment on which the employee must appear in court. Witness or jury fees, exclusive of expenses, shall be forwarded to the Board.
- (b)
 - (i) Up to three (3) days' leave of absence, with pay, will be allowed to a teacher of the Board for the purpose of attending the funeral of the teacher's spouse, child, parent, sibling or grandchild.
 - (ii) Up to one (1) day's leave of absence, with pay, will be allowed to a teacher of the Board for the purpose of attending the funeral of the teacher's grandparent, spouse's parent, spouse's sibling, child's spouse or sibling's spouse, if not included in (b) (i) above.
 - (iii) For the purpose of sub-paragraphs (i) and (ii) hereof, upon satisfactory evidence being given to the Director or designate, "spouse" shall include a person with whom the teacher lives as though married; "parent" shall include a person who is in the position of a parent to the teacher; and "child" shall include a person to whom the teacher stands in the position of a parent.

ARTICLE 17 - WORKING CONDITIONS

- 17.01 An Occasional Teacher shall not be assigned yard duty before the commencement of the morning session of the first day of the assignment nor lunch time duty on a half-day assignment.
- 17.02 Where a bargaining unit employee is a replacement for a teacher who is paid mileage for an assignment which involves travel between two or more schools within the Board's jurisdiction, then the replacement teacher shall be similarly reimbursed for mileage in accordance with current rates.
- 17.03 The Board shall provide each full-time Occasional Teacher with a lunch break of forty (40) consecutive minutes free of scheduled supervision.
- 17.04 No Occasional 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.

ARTICLE 18 - EVALUATION AND PERSONNEL FILES

- 18.01 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- 18.02 An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make comments if he/she desires. Such documentation and comments will be retained as part of the Occasional Teacher's file.
- 18.03 Personnel File
- (a) A teacher will have access during normal business hours to his or her personnel file, by prior appointment with the Supervisor of Employee Records and in the presence of the Supervisor of Employee Records or designate. The teacher may request copies of any document contained in this file.
- (b) At the teacher's request, he or she may be accompanied by one other person, who may have access as determined by the teacher.
- (c) A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- (4) Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in (c) above, the Board will provide to the teacher, and to the Principal concerned, a copy of the amended information.
- 18.04 An Occasional Teacher may request an appraisal as per Board procedure.

DATED AT WHITBY THIS 27TH DAY OF JANUARY, 1999

FOR THE BOARD:

FOR THE UNION
