

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")



**January 1, 2001 -
31, 2002**

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Introduction

Terms defined in the Education Act, The Ontario College of Teachers Act, and the Labour Relations Act, or in Regulations enacted pursuant to any of the aforementioned shall have the same meaning in this agreement unless otherwise specifically defined.

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 a teacher who is certified and a member in good standing with the Ontario College of Teachers, and who is 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. It 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 an Occasional 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 another 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 only.

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) 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.

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 January 1, 2001 to December 31, 2002 inclusive.

4.02 This Agreement shall be effective as of the date of signing and shall remain in effect until December 31, 2002, and shall continue in effect with all clauses, provisions and articles unchanged until such time as this Agreement is itself superseded 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 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 Occasional 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 Occasional Teacher, up to and including suspension or termination of employment with the Board.

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 15 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 shall 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.

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 Workplace Safety and Insurance Act premiums.
- (iii) The hours of work to be reported for Employment Insurance purposes will be 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 or designate of the Bargaining Unit and the appropriate Superintendent of Education or designate.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 In this Agreement, "grievance" means any dispute as to the interpretation, application, administration, or alleged violation of the terms of this Agreement including the question as to whether or not the matter is arbitrable. The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the times stipulated shall be deemed an abandonment or withdrawal of the grievance. Failure to respond within the times stipulated shall allow the grieving party to proceed to the next step.

9.02 Despite the reference to "school days" in determining time limits for filing or advancing a grievance through the Grievance Procedure, it is understood that a grievance must be filed and advanced at least to Step 2 within one month of the end of the school year within which the occurrence or origination of the circumstances giving rise to the complaint arose. A failure to file the grievance within that time frame shall mean no grievance can be subsequently filed or advanced.

9.03 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Bargaining Unit.

9.04 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Bargaining Unit.

9.05 Step 1 (Informal Complaint)

An Occasional Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall inform the Principal and/or appropriate Superintendent of Education or designate. Such a complaint shall be discussed with the Principal and/or appropriate Superintendent of Education or designate, within ten (10) school days of the occurrence or origination of the circumstances giving rise to the complaint. The Principal or Superintendent of Education or designate shall, within five (5) school days, attempt to resolve the complaint informally. The Occasional Teacher may have the assistance of a recognized officer of the Bargaining Unit.

The Principal shall consult with and may seek the assistance of the appropriate Superintendent of Education (or designate) should there be an informal meeting. Notwithstanding the above, the Superintendent's (or designate's) and the Principal's answer shall be given to the Occasional Teacher, in writing, not later than ten (10) school days after receiving the complaint.

ARTICLE 9 - GRIEVANCE PROCEDURE (CONT.)**9.06 Step 2 (Formal Grievance)**

Should the Occasional Teacher be dissatisfied with the answer received at Step 1, or should the Principal or appropriate Superintendent of Education fail to submit the answer within the time stipulated, the Bargaining Unit, through a recognized officer, may submit a formal grievance in writing to the Superintendent of Education/Employee Relations stating the facts on which the grievance is based, a notation of the sections of the Agreement claimed to have been violated, and the remedy requested.

It shall be submitted no later than five (5) school days following receipt of the answer at Step 1 and, in any event, no later than thirty (30) school days following the date on which the facts giving rise to the grievance arose. The Superintendent of Education/Employee Relations shall arrange, within five (5) school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of Education/Employee Relations or designate, and any other administrative staff representatives the Superintendent of Education/Employee Relations may choose to be present, together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative.

A grievance shall be filed and advanced in accordance with this Article, sections 9.07, 9.08 or 9.09, whichever is applicable. A grievor who is the subject of an Individual Grievance may attend at the request of either party. The Superintendent of Education/Employee Relations or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit or designate in accordance with this Article, but in any event no later than ten (10) school days from the date of the meeting.

9.07 (a) Individual Grievance

In the event the rights of one Occasional Teacher are alleged to have been breached, the Bargaining Unit may initiate an Individual Grievance in writing at Step 2 on behalf of the Occasional Teacher within and not after ten (10) school days after the Occasional Teacher has discussed the matter informally at Step 1 with his or her Principal, or the applicable Superintendent of Education or designate, as required at Step 1 - Complaint.

(b) Individual Discharge Grievance

Subject to the provisions of Article 13 with respect to a probationary Occasional Teacher, in the event an Occasional Teacher's name is removed from the Occasional Teacher List for disciplinary reasons, and the Occasional Teacher believes such discipline is without just cause, within and not after ten (10) school days of the removal of the Occasional Teacher's name from the Occasional Teacher List, the Bargaining Unit may file a formal grievance at Step 2 on his or her behalf, without first requiring the Occasional Teacher to meet his or her obligations at Step 1.

ARTICLE 9 - GRIEVANCE PROCEDURE (CONT.)

9.08 Group Grievance

In the event that the rights of two (2) or more Occasional Teachers are alleged to have been violated in circumstances which involve the same basic set of facts, the Bargaining Unit, on behalf of the employees involved, may initiate a Group Grievance in writing at Step 2 within and not later than eighteen (18) school days of the incident or circumstances giving rise to the grievance.

The Superintendent of Education/Employee Relations shall arrange, within five (5) school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of Education/Employee Relations or designate, and any other administrative staff representative the Superintendent of Education/Employee Relations may choose to be present, together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative. The Superintendent of Education/Employee Relations or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) school days from the date of the meeting.

9.09 Policy Grievance

Where the Board or the Bargaining Unit alleges that its rights as a party to the Collective Agreement have been directly violated, as opposed to the rights of an individual Occasional Teacher, a policy grievance may be

initiated at Step 2. The Board shall initiate policy grievances by writing to the President of the Bargaining Unit and the Bargaining Unit shall initiate policy grievances by writing to the Superintendent of Education/Employee Relations within ten (10) school days of the incident or circumstances giving rise to the grievance.

Such written policy grievance must contain particulars of the incident giving rise to the grievance, the provision(s) of the Collective Agreement alleged to have been violated, the date of the alleged violation and the remedy requested. The parties shall arrange, within five (5) school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time, and written reply shall be provided by the party who has received the grievance within ten (10) school days of the meeting.

9.10 Arbitration

Should the grievance be unresolved following receipt of the answer at Step 2, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than ten (10) school days after the expiry of the Step 2 time limit.

1. When either party requests that a grievance be submitted to arbitration, the written referral to arbitration shall include the names of three arbitrators. Within five (5) school days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of alternative suggestions. If the responding party does not agree to one of the alternatives, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.

ARTICLE 9 - GRIEVANCE PROCEDURE (CONT.)

2. An arbitrator will attempt to render a decision, where feasible, within thirty (30) calendar days of the completion of the hearing.
3. An arbitrator shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
4. No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance.
5. The decision of the arbitrator shall be final and binding upon the parties to this Agreement.
6. Each of the parties, being the Board and the Bargaining Unit, shall

share equally the fees and expenses of the arbitrator.

9.11 Except by mutual agreement, all meetings in the course of the grievance procedure, other than arbitration hearings, shall be held outside school hours.

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

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.

ARTICLE 10 - ARBITRATION PROCEDURE (CONT.)

(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, 2001, Supply Occasional Teachers who hold an approved university degree shall be paid at the rate of \$145.38 for each day worked.
- Effective January 1, 2002, the rate shall be \$149.26.
- Effective after December 31, 2002, the rate shall be \$152.69.

(b) Without Degree

- Effective January 1, 2001, Supply Occasional Teachers who do not hold an approved university degree shall be paid at the rate of \$133.75 for each day worked.
- Effective January 1, 2002, the rate shall be \$137.32.
- Effective after December 31, 2002, the rate shall be \$140.47.

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. There shall be no retroactivity on the salary increase prior to February 23, 2001.

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. Where consecutive days of supply teaching immediately precede an Occasional Agreement for the same teaching assignment, payment on the salary grid shall be retroactive to the first day of the supply teaching.

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) Effective September 1, 2001 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 4.
- (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:

ARTICLE 11 - WAGES (CONT.)

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.

- (c) Occasional Teachers are obliged to provide proof of teaching qualifications and membership in the Ontario College of Teachers' 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 Occasional 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.**

Effective for the 2001/2002 school year, the applicable date of adjustment pursuant to this provision shall be August 1 for an Occasional Teacher who accepts a teaching assignment in a school in August with a modified school year calendar and has completed the requirements for placement in a higher category before the school start date.

- (e) The Board will adjust the salary of a Occasional 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 An Occasional Teacher 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, the Occasional Teacher shall be paid on the day prior.

12.02 (a) An 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 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 Occasional Teacher 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;

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 Occasional 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 Occasional Teachers by implementing a direct deposit electronic transfer payroll system and that its obligation to Occasional 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.

ARTICLE 12 - METHOD OF PAY (CONT.)

Newly-hired Occasional Teacher will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into his or her account on the date of hire or at least fifteen (15) school days prior to his or her first pay day. An Occasional Teacher will advise the Board

of any changes in his or her 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 Occasional Teacher's pay will be held by the Board without interest until such time as the necessary information is provided to the Board by the Occasional Teacher and processed by the applicable bank.

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

ARTICLE 13 - PROBATIONARY PERIOD

- 13.01 An Occasional Teacher shall be considered to be on probation until the Occasional Teacher 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.
- 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

Occasional Teachers' List, 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 persons appointed to teach 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 Occasional Teacher 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.**
- 14.08 A Occasional 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, an Occasional Teacher on the Occasional Teacher List may make application for those vacancies. Applications received from Occasional Teachers will be considered along with other applications received.**
- 14.10 Where a Occasional 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)
Single \$10/Family \$20 Deductible**
 - ? **Basic Dental, 2000 O.D.A. with 9 month dental recall - Effective September 1, 2001**
 - ? **Major Restorative (\$1,000/yr.); 50% co-insurance**
 - ? **Orthodontics (\$1,000/yr.; \$3,000 lifetime); 50% co-insurance**
 - ? **Vision Care \$250/24 months - Effective September 1, 2001**
 - ? **\$8.00/prescription dispensing fee cap**
 - ? **prescription only and mandatory generic drug coverage;**
 - ? **private duty nursing up to \$25,000 per 3 years;**
 - ? **dental scaling - maximum 8 units per year;**
 - ? **no fluoride coverage for persons older than 18 years;**
 - ? **no oral hygiene for persons older than 18 years;**
 - ? **surgical hose (Prescription only)**
 - ? **semi-private hospital coverage**

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.**
- (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).

ARTICLE 15 - BENEFITS (CONT.)

- (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 Occasional 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 an Occasional Teacher of the Board for the purpose of attending the funeral of the Occasional Teacher's spouse, child, parent, sibling or grandchild.
- (ii) Up to one (1) day's leave of absence, with pay, will be allowed to an Occasional Teacher of the Board for the purpose of attending the funeral of the Occasional 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), "spouse" shall include a person with whom the Occasional Teacher lives as though married; "parent" shall include a person who is in the position of a parent to the Occasional Teacher; and "child" shall include a person to whom the Occasional 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 an Occasional Teacher 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 Occasional 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 When a Occasional Teacher is assigned two (2) half day assignments at different schools, the Principal shall not assign that Occasional Teacher to lunch time duties at either school.
- 17.05 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.
- 17.06 **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).

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 or her performance and will have the opportunity to sign as having read it and is entitled to make comments if he or she desires. Such documentation and comments will be retained as part of the Occasional Teacher's file.

18.03 Personnel File

- (a) A Occasional 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 Occasional Teacher may request copies of any document contained in this file.
- (b) At the Occasional Teacher's request, he or she may be accompanied by one other person, who may have access as determined by the Occasional Teacher.
- (c) A Occasional 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.
- (d) Where the Board exercises its discretion to amend information in a Occasional Teacher's personnel file upon receipt of and in response to the submission set out in (c) above, the Board will provide to the Occasional 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 _____ DAY OF _____, 2002.

FOR THE BOARD:

FOR THE UNION
