

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, 2008 - August 31, 2012



12168 (05)

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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.

No member shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a strike or lockout.

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.

ARTICLE 3 - DEFINITIONS AND CLASSIFICATIONS (cont'd)

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 shall mean an Occasional Teacher whose employment is for a casual period that is on a day-to-day basis until no longer required or until Extended Occasional Teacher or Occasional Agreement Teacher status is attained.
- 3.04 (a)** "Extended Occasional Teacher" is an Occasional Teacher who is employed for twelve (12) or more consecutive instructional days as a replacement for one teacher employed on a permanent or probationary basis.
- (b)** At the conclusion of the assignment, and upon written request of the Extended Occasional Teacher, the Superintendent of **Education/Employee Relations** will arrange to provide the Extended Occasional Teacher with written verification of the Extended Occasional Teacher's term of assignment.
- (c)** The written verification shall indicate:
- (i) start date of the assignment;
 - (ii) end date of the assignment;
 - (iii) position and school for the assignment;
 - (iv) annual grid salary of the Occasional Teacher at the conclusion of the assignment.
- 3.04 (d)** Absences for Religious Holy Days, funerals (see **15.02(a)**), Federation business involving formal meetings with Board officials, Board closures, or school closures by other agencies shall not be considered a break in continuous service for the purpose of achieving status as an Extended Occasional Teacher, if the teacher returns to the same assignment.
- (e)** Should the teacher being replaced return for a period of five (5) days or less, and then become unavailable for the same or a related reason, and the same Occasional Teacher resumes the position, the assignment will be deemed to be unbroken.

ARTICLE 3 - DEFINITIONS AND CLASSIFICATIONS(cont'd)

- 3.05** 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.
- 3.06** Length of the Instructional School Day
The Instructional School Day shall be **300** instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch and recess **break(s)**.
- 3.07** "Agreement" refers to this Collective Agreement between the parties.
- 3.08** "Bargaining Unit" means all members of the Elementary Teachers' Federation of Ontario Durham Occasional Teachers' Local who are employed as Occasional Teachers by the Durham District School Board to teach in the elementary panel.
- 3.09** "**Board**" means The Durham District School Board and "**employer**" has a corresponding meaning.
- 3.10** "Designate" means the individual(s) or organization(s) that may be appointed by the Union/Local or the Board/Director of Education to perform in various capacities in accordance with the Agreement.
- 3.11** "Director" means the Director of Education.
- 3.12** "ETFO" means the Elementary Teachers' Federation of Ontario.
- 3.13** "Local" means the ETFO Durham Occasional Teachers' Local.
- 3.14** "Occasional Teacher" means an Occasional Teacher, as defined in **S.1(1.1)** of the Education Act, who ~~is~~ a statutory member of the Union, and for whom the Board ~~is~~ required to deduct fees in accordance with a schedule prescribed for members of the Union.
- 3.15** "Occasional Teacher List" means a list of Occasional Teachers who have been accepted by the Board to be employed as Occasional Teachers in the elementary panel, in accordance with Article **13**.
- 3.16** "College of Teachers" (OCT) means the Ontario College of Teachers, as established by the Ontario College of Teachers Act, **1996 (S.O. 1996, c.12, as amended)**.
- 3.17** "Party" or "Parties" refers to the Board/Employer and/or Union/Local, as the case may be.
- 3.18** "QECO" refers to the Qualifications Evaluation Council of Ontario.

ARTICLE 3 - DEFINITIONS AND CLASSIFICATIONS (cont'd)

- 3.19** "Regulations" means the regulations which apply to school boards in accordance with the Education Act, Labour Relations Act, and any other applicable legislation, and any **amendment(s)** thereto.
- 3.20** "Spouse" is understood as being inclusive of such married and common-law relationships as are recognized under Ontario law.
- 3.21** "Statement of Evaluation" means the statement issued to a teacher by the Qualifications Evaluation Council of Ontario, confirming that it has certified the teacher's qualifications in accordance with the QECO program, recognized under Article **10.06(a)** of this Agreement.
- 3.22** "Teacher" means a person, other than a Principal or a Vice-Principal, who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Part **X.1** Teacher as defined in the Education Act Section **277.1 (1) 2002**, who is a statutory member of the Union, and for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of the Union.
- 3.23** "Union" means the Elementary Teachers' Federation of Ontario (ETFO).

ARTICLE 4 - TERM AND EFFECTIVE PERIOD

- 4.01** The term of this Agreement will be September **1, 2008** to August **31, 2012** inclusive.
- 4.02** This Agreement shall be effective as of the date of signing and shall remain in effect until August **31, 2012**, 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, as may be amended from time to time.
- 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 by this Agreement. The Board agrees to exercise its rights in accordance with the Education and employment related Acts and Regulations of Ontario.

5.02 No teacher shall be disciplined without just cause. If a teacher is to be disciplined, the teacher may request Union representation at any meeting in which a disciplinary penalty is to be imposed. Written reasons for the disciplinary action shall be provided to the teacher within five (5) working days from the time the teacher is informed of the action.

5.03 Teacher Certification

An 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.

5.04 Criminal Background Checks and Offence Declarations

The Board is required by law to collect criminal background checks on its employees in accordance with the regulations of Ontario.

The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

ARTICLE 6 • UNION SECURITY

6.01 Union Dues and Levies

The Board agrees to deduct from the pay of each Occasional Teacher in the Local an amount to be specified by the Union or its designate as regular union dues and/or regular Local levies. Deductions shall be made only to the extent that wages are available. Where an Occasional Teacher 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 Occasional Teachers' names from whose wages such deductions have been made, the amount of deduction, and the number of days worked shall be submitted to the President of the Local. All union dues deductions shall be remitted to the General Secretary of the E.T.F.O. within thirty (30) days following the deduction. Deduction for regular Local levies shall be remitted to the President of the Local by the fifteenth (15th) day of the month following the deduction.

ARTICLE 6 - UNION SECURITY

- 6.02** 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.
- 6.03** 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.
- 6.04** 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.
- 6.05** 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.
- 6.06** The Board shall make copies of the current collective agreement for Occasional Teachers available at the Education Centre.

ARTICLE 7 - BOARD/LOCAL RELATIONS

7.01 Joint Employee Relations Committee

- (a) The parties agree upon signing this Agreement to establish a Joint Employee Relations 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 Joint Employee Relations 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.

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.

ARTICLE 7 - BOARD/LOCAL RELATIONS(cont'd)

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 for the full salary and statutory benefits costs of the occasional teacher replacement.

7.04 Release Time for Union Business

At the written request of the Union, the Board shall grant up to one (1)FTE per school year of release time for the President of the Local to conduct Union business. The Board agrees to continue the pay of the President during the leave at the applicable long-term occasional rate less required deductions, in consideration of which the Union shall reimburse the Board the full costs of such payment, including but not limited to the Occasional Teacher's salary, all applicable employer contributions, allowances if applicable, sick pay, premiums and costs for benefits, Teachers' Pension Plan, Employment Insurance, Employer Health Tax, Canada Pension and any other applicable costs or payments paid to or on behalf of the Occasional Teachers.

Where an Occasional Teacher receives pay pursuant to this provision, the leave shall be treated for all purposes pursuant to the collective agreement as if it were time worked.

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 AND ARBITRATION 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.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE (cont'd)

9.02 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.

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

9.04 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 designates) 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.

9.05 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.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE (cont'd)

A grievance shall be filed and advanced in accordance with this Article, sections **9.06, 9.07** or **9.08**, 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.

9.06 (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 12 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.

9.07 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.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE (cont'd)

9.08 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.

9.09 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.

- (a)** 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.
- (b)** An arbitrator will attempt to render a decision, where feasible, within thirty (30) calendar days of the completion of the hearing.
- (c)** 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.
- (d)** No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance.
- (e)** The decision of the arbitrator shall be final and binding upon the parties to this Agreement.
- (f)** Each of the parties, being the Board and the Bargaining Unit, shall share equally the fees and expenses of the arbitrator.

ARTICLE 10 – WAGES

10.01 Supply Occasional Teachers

(a) **With Degree**

- Effective September 1, 2008 **\$198.90 / day**
- Effective September 1, 2009 **\$207.85 / day**
- Effective September 1, 2010 **\$214.09 / day**
- Effective September 1, 2011 **\$220.51 / day**

(b) **Without Degree**

- Effective September 1, 2008 **\$183.21 / day**
- Effective September 1, 2009 **\$191.45 / day**
- Effective September 1, 2010 **\$197.20 / day**
- Effective September 1, 2011 **\$203.12 / day**

- (c) A Supply Occasional Teacher whose assignment is less than 0.5 of an instructional day shall be assigned work and shall be paid for 0.5 of an instructional day.

A Supply Occasional Teacher whose assignment is less than 1.0 but greater than 0.5 of an instructional day shall be assigned work and shall be paid for 1.0 of an instructional day.

10.02 Extended Occasional Teachers

An Extended Occasional Teacher shall be placed on the current Durham Elementary Teachers' Salary Grid with the recognized teaching experience and category placement in accordance with Section 10.06 of this Agreement, on the twelfth (12th) 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.

10.03 Occasional Agreement Teachers

An Occasional Agreement Teacher shall be placed on the current Durham Elementary Teachers' Salary Grid with the recognized teaching experience and category placement in accordance with Section 10.06 of this Agreement. Occasional Agreement Teachers shall continue to be paid according to the current 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.

ARTICLE 10 -WAGES (cont'd)

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

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

10.06 Extended Occasional and Occasional Agreement Teachers' Grid Placement

- (a) Effective September **1, 2003** 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 5.
- (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.

Effective September **1, 2006**, experience on a less than full-time basis shall be credited based on one-tenth **(1/10)** of a year for each twenty **(20)** full-time equivalent days of teaching or full school month of teaching (whichever is greater) in an Extended Occasional or Occasional Agreement assignment. One-tenth **(1/10)** of a year of teaching experience will be granted for a remainder of ten **(10)** or more days after division into twenty **(20)** day blocks.

Effective August **31, 2008**, experience as a supply occasional teacher for supply days worked after September **1, 2006** shall be recognized for the grid placement of Occasional Agreement and Extended Occasional Teachers. The manner of counting supply days shall be as expressed in the previous paragraph.

ARTICLE 10 -WAGES (cont'd)

10.06 (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 **13.01**. 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 an 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 an 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.

10.07 For those Occasional Teachers working in a school that is on the modified school year calendar, salary payments during the month of August shall be based on the salary levels in effect on the following September.

10.08 When an Extended Occasional or Occasional Agreement teaching assignment is completed prior to the required date for report cards to be submitted, the Occasional Teacher may be required to assist with the completion of these report cards. In such event, the Occasional Teacher shall be paid for the time to complete the report cards, at the rate of pay received during the long term teaching assignment.

ARTICLE 11 - METHOD OF PAYMENT

- 11.01** 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.
- 11.02 (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 sole purpose of calculating consecutive days of employment for Extended Occasional Teachers under paragraph **10.02**, employment shall not be regarded as interrupted in the circumstances described in sub-paragraph **3.04(d)**.
- (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 the Occasional Teacher was contracted.
- (e)** An assignment bridging lunch time shall be considered a full day assignment for purposes of payment;
- (f)** **CANCELLATION - SUPPLY OCCASIONAL TEACHERS**
- (i)** On the day of an assignment, should the whole or half-day (a.m. **or** p.m.) assignment be cancelled, and dispatch is unable to book an equivalent, alternative assignment, the Occasional Teacher shall be paid for the time booked and shall perform alternative duties, as assigned.
- (ii)** The Board shall give a minimum of one and one-half (**1 ½**) hours notice of cancellation, prior to the start of an assignment, of any pre-arranged assignment. Should cancellation of a **pre-arranged** assignment occur without one and one-half (**1 ½**) hours notice, the Occasional Teacher shall be paid for the assignment and shall perform alternative duties, as assigned.

ARTICLE 11 - METHOD OF PAYMENT (cont'd)

- 11.02 (g) An Extended Occasional or Occasional Agreement Teacher who is not ill but is prevented, by order of his or her physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal or designate, and Dispatch, of his or her inability to fulfill the assignment. Upon being so notified, Dispatch will arrange the appropriate re-assignment of the Teacher. Where no appropriate re-assignment is available, the Teacher will be paid for the 1.0 ~~or~~ 0.5 (150 minutes) day as per the original assignment. It is incumbent upon the Teacher to have the appropriate medical certificate stating the reason for, and period of anticipated limitation.

The Principal will make it a priority to notify the members of ETFO as soon as possible if a case of Fifth's Disease or Measles is reported in the workplace.

- 11.03 (a) Extended Occasional Teachers and Occasional Agreement Teachers shall participate with pay in Professional Activity Day(s) that occur during the period of their assignment while in this classification.
- (b) If an Extended Occasional Teacher or an Occasional Agreement Teacher has taught in an assignment prior to the Professional Activity Day(s) at the end of the school year, the Occasional Teacher shall be paid at his or her regular grid rate for performing the Occasional Teacher's assigned professional duties on that day(s).

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

ARTICLE 11 - METHOD OF PAYMENT (cont'd)

11.05 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.

A 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 12 - PROBATIONARY PERIOD

12.01 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 **13.06**.

12.02 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).

ARTICLE 13 - ELEMENTARY OCCASIONAL TEACHER LIST

- 13.01** To be eligible for employment as an Occasional Teacher and inclusion on the Occasional Teacher 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. The Board will provide this list to the Union on a quarterly basis.
- 13.02** Where an Occasional Teacher fails to maintain membership or where membership is revoked or suspended by the Ontario College of Teachers, that Occasional Teacher's employment as a certified Occasional Teacher shall be terminated.
- 13.03** The current method of calling Supply Occasional Teachers shall remain in force until amended following consultation.
- 13.04** Where possible, a Supply 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 Supply Occasional Teacher may request the dispatcher to notify the school of the Supply Occasional Teacher's estimated time of arrival.
- 13.05 (a)** An Occasional Teacher List, including all members of the Occasional Teachers' Bargaining Unit, will be maintained by the Board. A copy of the List, including updated lists as published, will be forwarded to the President of the Occasional Teachers' Local. The list will include the teachers' names, telephone numbers, current addresses and areas of qualification.
- (b)** An Occasional Teacher shall notify the Manager of Employee **Relations/Hiring** or designate, in writing, of any change of address and/or telephone.
- 13.06** Leave Without Pay

An Occasional Teacher who has been employed by the Board for one year or more and who has successfully completed the probationary period may request a leave of absence without pay for a period up to six months.

Requests for leaves must be made in writing to the Manager, Employee **Relations/Hiring** and must include the start date and duration of the proposed leave as well as the reason for its request.

If requested, an extension to any such leave approved pursuant to this section may be granted in exceptional circumstances by the Manager, Employee **Relations/Hiring** but may not extend beyond one school year.

ARTICLE 13 - ELEMENTARY OCCASIONAL TEACHER LIST (cont'd)

An Occasional Teacher shall not be granted a long term leave of absence in two consecutive school years, unless otherwise authorized by the Superintendent of Education/Employee Relations.

An Occasional Teacher shall be returned to active status on the supply list on completion of the leave, provided he/she remains in good standing with the Ontario College of Teachers and meets the Board's requirements to provide an Offence Declaration or satisfactory Criminal Background Check.

13.07 Unless the Supply Occasional Teacher is otherwise employed by the Board or has been granted a leave without pay, a Supply 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 Supply Occasional Teacher is contacted by the dispatcher on three (3) separate occasions within the school year and on each occasion the Supply Occasional Teacher has refused the assignment; or
- (b) a dispatcher has called the Supply Occasional Teacher on five (5) separate occasions within the school year and received no answer.

13.08 A Supply Occasional Teacher who has completed the probationary period and who is pregnant or who adopts a young child may request in writing, a leave of absence without pay for a period of up to one (1) school year. One (1) further year of leave may be granted if requested in writing, as long as the Supply Occasional Teacher produces proof of good standing with the Ontario College of Teachers prior to returning to active status on the Occasional Teacher List.

13.09 A Supply 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.

13.10 When the Board advertises or posts for new hires to fill available full or part-time regular and long term teaching vacancies in the Elementary Panel, Occasional Teachers on the Occasional Teacher List shall be given consideration.

In addition, for all long term occasional teaching vacancies in the Elementary Panel, at least one-half of those interviewed shall be qualified internal applicants, provided there are a sufficient number of qualified internal candidates.

13.11 Where an 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 14 - BENEFITS

14.01.01 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 enrol and participate in the Employee Benefit Plans as outlined below:

Note: Effective September 1, 2009, the qualifying period shall be reduced from 90 days to 80 days (i.e. from the 2008/09 School Year).

Effective September 1, 2007

- (a) **Group Life Insurance and Accidental Death and Dismemberment**
(Compulsory) **\$50,000** coverage.
- (b) **Medical/Dental Health Plan** (optional)
Single **\$10/Family \$20** Deductible
- (c) **Benefit Plan Includes:**
 - Basic Dental, 2005 ODA with 9 month recall (Maximum **\$1,300/calendar year**)
 - Major Restorative (**\$1,200/calendar year**); 50% co-insurance
 - Orthodontics (**\$1,200/calendar year; \$3,600 lifetime**) 50% co-insurance
 - **\$8.00/prescription** dispensing fee cap
 - prescription only and mandatory generic drug coverage;
 - private duty nursing up to **\$25,000.00** per 3 years;
 - dental scaling - maximum 8 units per year;
 - no fluoride coverage for persons older than 18 years;
 - no oral hygiene instruction for persons older than 18 years;
 - surgical hose (Prescription only)
 - semi-private hospital coverage
 - Psychologist **\$1000** annual maximum / **\$100** per visit limit
 - Hearing Aids: Purchase of hearing aids to a maximum of **\$500** every forty-eight (48) consecutive months.

ARTICLE 14 – BENEFITS (cont'd)

- Paramedical: Services of the following licensed, certified or registered paramedical practitioners when operating within their recognized fields of expertise, up to the levels specified for each such practitioner:

Re: items (a) through (i) – For each such practitioner, payments up to a total of **\$400** per person, per calendar year.

- (a)** Speech Therapist
- (b)** Chiropractor
- (c)** Osteopath
- (d)** Chiropodist
- (e)** Podiatrist
- (f)** Naturopath
- (g)** Christian Science Practitioner
- (h)** Physiotherapist
- (i)** Masseur

- Vision Care Plan to provide up to **\$350** in any consecutive **24** month period for the following:

- (i)** Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures.
- (ii)** Contact lenses prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, and if visual acuity can be improved to at least the **24/40** level by contact lenses.
- (iii)** Services for visual training or remedial exercises.
- (iv)** Ocular examinations, including refraction, limited to one (1) in any calendar year for a child and one (1) in any twenty-four (24) consecutive months for any other person.
- (v)** Eye examinations not covered by the provincial health plan.

Effective September 1, 2009

- 2008 ODA

ARTICLE 14 - BENEFITS(cont'd)

Effective September 1, 2010

- (a) Group Life Insurance and Accidental Death and Dismemberment
(Compulsory) **\$50,000** coverage.
 - (b) Medical/Dental Health Plan (optional)
Single **\$10**/Family **\$20** Deductible
 - (c) Benefit Plan Includes:
 - Basic Dental, **2009 ODA** with **9** month recall (Maximum **\$1,600/calendar** year)
 - Major Restorative (**\$1,800/calendar** year); **50%** co-insurance
 - Orthodontics (**\$1,600/calendar** year; **\$4,500** lifetime) **50%** co-insurance
 - **\$8.00/prescription** dispensing fee cap
 - prescription only and mandatory generic drug coverage;
 - private duty nursing up to **\$25,000.00** per **3** years;
 - dental scaling - maximum **8** units per year;
 - no fluoride coverage for persons older than **18** years;
 - no oral hygiene instruction for persons older than **18** years;
 - surgical hose (Prescription only)
 - semi-private hospital coverage
 - Psychologist **\$1000** annual maximum / **\$100** per visit limit
 - Hearing Aids: Purchase of hearing aids to a maximum of **\$4,000** every **forty-eight (48)** consecutive months.
 - Paramedical: Services of the following licensed, certified or registered paramedical practitioners when operating within their recognized fields of expertise, up to the levels specified for each such practitioner:
- Re: items (a) through (i) – For each such practitioner, payments up to a total of **\$500** per person, per calendar year.
- (a) Speech Therapist
 - (b) Chiropractor
 - (c) Osteopath
 - (d) Chiropodist
 - (e) Podiatrist
 - (f) Naturopath
 - (g) Christian Science Practitioner
 - (h) Physiotherapist
 - (i) Masseuse

ARTICLE 14 - BENEFITS(cont'd)

-Vision Care Plan to provide up to **\$450** in any consecutive **24** month period for the following:

- (i) Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures.
- (ii) Contact lenses prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, and if visual acuity can be improved to at least the **24/40** level by contact lenses.
- (iii) Services for visual training or remedial exercises.
- (iv) Ocular examinations, including refraction, limited to one **(1)** in any calendar year for a child and one **(1)** in any twenty-four **(24)** consecutive months for any other person.
- (v) Eye examinations not covered by the provincial health Plan.

Effective September 1, 2011

2010 ODA

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.

- 14.01.02** Employees who are hired to an Occasional Agreement which is greater than **45** teaching days, but who do not qualify to participate in the group benefits program based on the qualifying "days worked in the prior school year" criteria, may participate in the program, from the beginning of the assignment, at **100%** employee expense.

Note: Effective September **1 2009**, the qualifying period shall be reduced from **45** to **40** days (i.e from the **2008/09** School Year).

- 14.02** (a) Each eligible Occasional Teacher shall, not later than July **31** each year, complete and return the benefits election form provided by the Board. Where a teacher fails to meet the July **31** deadline, he or she shall be deemed to have waived any entitlement to benefits pursuant to Article **14** unless or until the Occasional Teacher again becomes eligible pursuant to Article **14**.

ARTICLE 14 - BENEFITS(cont'd)

14.02 (b) An eligible Occasional Teacher who elects to participate in the **Medical/Dental** Health plan shall be a participant in the plan from September 1 to the following August 31 providing that the eligible Occasional Teacher:

- (i) remains on the Board's list of Occasional Teachers;
- (ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board; and,
- (iii) provides the written notice required by sub-paragraph (a), above.

(c) An Occasional Teacher currently enrolled in the benefits plan may continue participation in the Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

- (i) works in excess of ninety (90) full-time equivalent school days (80 school days, effective September 1, 2009) as an Occasional Teacher with the Board during the current school year; and
- (ii) fulfils the conditions set out under **14.02 (b)**.

(d) Notwithstanding paragraph (c) above, an Occasional Teacher currently enrolled in the benefits plan may continue participation in the plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

- (i) works in excess of forty-five (45) full-time equivalent school days (40 school days, effective September 1, 2009) as an Occasional Teacher with the Board during the current school year; and
- (ii) fulfils the conditions set out under **14.02 (b)**.

14.03 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 (80 school days, effective September 1, 2009), 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 (40 school days, effective September 1, 2009), the eligible Occasional Teacher shall pay 100% of the premium costs.

ARTICLE 14 - BENEFITS (cont'd)

- 14.03** (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.
- 14.04** If the Occasional Teacher fails to comply with any of the conditions of Article 14, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to **re-enrol** except as permitted by the **Plan(s)** and then not until the Occasional Teacher again becomes eligible under Article 14.

ARTICLE 15 - LEAVE WITH PAY

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

15.01 Sick Leave

- (a) Occasional Agreement Teachers and Extended Occasional Teachers shall be entitled to one (1) sick leave day upon completion of the first twelve (12) F.T.E. instructional days of occasional work, one (1) additional sick leave day upon completion of the first twenty (20) F.T.E. instruction days and one (1) for each ten (10) F.T.E. instructional days subsequently completed in the same position within the same school year, pro-rated for less than full-time and cumulative for the duration of the teaching assignment.

Unused sick leave will be carried **forward** to a subsequent Occasional Agreement or subsequent Extended Occasional assignment provided that the subsequent agreement or assignment ~~is~~ in the same school year.

- (b) 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.

ARTICLE 15 - LEAVE WITH PAY (cont'd)

15.01 (c) Where the absence of the above-mentioned teachers (**15.01** (a) and (b)) 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.

15.02 Items Not Chargeable to Sick Leave

(a) Bereavement Leave

Bereavement Leave shall be granted without loss of salary for up to five (5) days at the time of the death of a member of the teacher's immediate family in order for the teacher to make arrangements for and to attend the funeral. "Immediate family" shall include only the following: a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild and including any person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco parentis. These five days will normally be taken consecutively, except in the case of subsequent memorial services. "Spouse" in this paragraph is understood as including a person with whom the teacher lives as though married.

(b) Quarantine and Court Appearances

An Extended Occasional or Occasional Agreement Teacher who is absent by reason of a summons to serve as a juror or a Crown witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged shall be paid the applicable earnings under **10.02** or **10.03** during the period of such absence but not beyond the end of the assignment, provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness. Absence with pay will be allowed, not beyond the end of the assignment, where it is occasioned through quarantine by a Medical Officer of Health, although the teacher is not ill.

(c) A teacher who is not ill but is prevented, by order of his or her physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal, and shall provide, as soon as possible, a medical certificate stating the reason for and period of anticipated limitation. Upon being so notified, the Superintendent of Education/Operations, in consultation with the President of the Bargaining Unit, will arrange appropriate re-assignment of the teacher. The Principal will make it a priority to notify the members of ETFO as soon as possible if a case of Fifth's Disease is reported in the workplace.

ARTICLE 15 - LEAVE WITH PAY (cont'd)

- 15.03** An Occasional Agreement or Extended Occasional Teacher who applies in writing to the Manager of Employee Relations/Hiring at least two (2) weeks in advance of the applicable date, may be absent without pay for the purpose of attending his or her graduation from a recognized post-secondary educational institution. Such absence will not be considered a break in service and shall not exceed one (1) day in a school year.

ARTICLE 16 -WORKING CONDITIONS

- 16.01** (i) The Timetable of the Occasional Teacher shall be the same as the timetable of the teacher being replaced.
- (ii) Notwithstanding paragraph 16.01(i) above:
- (a) An Occasional Teacher shall not be assigned any supervisory duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. It is understood that a comparable supervisory duty may be assigned by the Principal during the day;
- (b) On a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher may be required to assist in the coverage of classes in the same manner as Regular Teachers;
- (c) Should the Board bring in an Occasional Teacher for an assignment other than the replacement of an absent teacher (e.g. preparation payback, coverage for IPRC meetings, grade placements, divisional meetings), the Occasional Teacher will be informed of the nature of the assignment;
- 16.02** 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.
- 16.03** The Board shall provide each full-time Occasional Teacher with a lunch break of forty (40) consecutive minutes free of scheduled supervision.
- 16.04** When an 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.
- 16.05** (a) No Occasional Teacher shall be required to carry out any of the following medical procedures: administer medication by injection (except the use of an epipen), catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.

ARTICLE 16 - WORKING CONDITIONS (cont'd)

- 16.05** (b) No Occasional Teacher shall be required to carry out a pediculosis examination.

16.06 **Supply Teacher Handbook/Information Package**

The Board shall ensure that an elementary school Principal endeavors 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) A current class list for each class assigned;
(b) **Supply/Occasional** teachers shall be made aware of issues related to particular students where special considerations apply;
- 2.** A map of the school, including the location of washrooms;
- 3.** A list of the regular administration, secretarial, custodial and teaching staff, and educational assistants;
- 4.** The teachers' timetable and class times;
- 5.** Procedures for: use of the P.A. **system/telephone/intercom**; fire drill; evacuation procedures; medical concerns; lock-down and other emergency procedures;
- 6.** (a) Attendance procedures;
(b) Arrival and dismissal procedures;
(c) Daily transportation by bus and/or taxi 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);
- 9.** Current seating **plan(s)**;
- 10.** Procedures for reporting emergencies, health and safety concerns, accidents, violent incidents, etc.; and,
- 11.** Teacher and/or Office feedback form.

16.07 **Extra-Curricular Sports and Club Activities:**

It is understood and agreed that, unless legislation or written Ministry Policy expressly states otherwise, extra-curricular sports and club activities are voluntary for Occasional Teachers.

ARTICLE 16 - WORKING CONDITIONS (cont'd)

- 16.08** In the event that the assignment of the Occasional Agreement Teacher is to be terminated prior to the originally scheduled termination date, the Occasional Agreement Teacher will be given five (5) teaching days notice or five (5) days pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience or neglect of duty on the part of the Occasional Agreement Teacher.

In the event that the Occasional Agreement Teacher wishes to resign from his or her Occasional Agreement, a minimum of five (5) teaching days written notice is required. Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation from the assignment at any time.

In the event that the regular teacher returns to work on a modified part-time basis, an Occasional Agreement or Extended Agreement Teacher shall continue in the assignment, on the appropriate part-time or full-time basis, until such time as the regular teacher returns to full time duty.

- 16.09** An Occasional Teacher who accepts and reports for an assignment shall be placed in that assignment unless otherwise mutually agreed.
- 16.10** An Extended Occasional or Occasional Agreement Teacher who has been in an assignment for less than twenty (20) teaching days shall be provided with assistance to complete report cards or prepare formal reports.
- 16.11** The Board and **ETFO** recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

ARTICLE 17 - EVALUATION AND PERSONNEL FILES

- 17.01** Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- 17.02** An Occasional Teacher may request an appraisal as per Board procedure.
- 17.03** 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.

ARTICLE 17 - EVALUATION AND PERSONNEL FILES (cont'd)

17.04 Personnel File

- (a) An 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, **she/he** may be accompanied by one (1) other person, who may have access as determined by the Occasional Teacher. A member of the local Union executive may be given access to an Occasional Teacher's personnel file, if the teacher authorizes that access in writing and the local Union executive provides that authorization to the Superintendent of **Education/Employee** Relations, or designate, prior to requesting an appointment to view the teacher's file. The local Union executive member may be given copies of any documentation in the teacher's file, if the teacher has expressly authorized the Board to make and give copies to the local Union executive member.
- (c) An 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 an 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.

LETTER OF INTENT

- between -

DURHAM DISTRICT SCHOOL BOARD

-and -

ELEMENTARY TEACHERS' FEDERATION
OCCASIONAL TEACHERS' LOCAL

WHEREAS the parties hereto have been engaged in negotiations for renewal of a Collective Agreement for the **2008-2012** period;

AND WHEREAS the Union has expressed a concern about the number of day-to-day supply teaching opportunities available to their members, as well as the equitable sharing of those opportunities among their members;

AND WHEREAS the Board has expressed a willingness to address the issue of equitable sharing of teaching opportunities;

It is therefore understood that the Board will implement the following measures:

- the number of Occasional Teachers who may be requested by a school (by telephone or via the **S.A.M.** system) for a specific assignment will be reduced;
- the number of persons on the elementary supply list will be maintained at a level required to meet demands for coverage (and will not be increased arbitrarily);
- the use of **uncertified** persons will be limited to those situations permitted under the Education Act. (and in all cases must be **vetted/approved** in advance by the Manager of Employee **Relations/Hiring**);
- retired teachers will be considered for inclusion on the supply list in the same manner as other candidates; and,
- administrators will be advised of the priority to be given to equitable distribution of available supply assignments.

DATED AT WHITBY THIS 20th DAY OF August, 2009

FOR THE BOARD:

L. Davouquin
Sevin Seed
Steve Hineson
L. Henderson
B. Bell
Ed Bartley

FOR THE UNION

Paul V. Jones
Ingrid Thompson
George Taylor
Johnston Lake
Karen Walker
Louise For