

Collective Agreement

Dated: 1 September 2000

Ending: 31 August 2002

Between:

Halton Board of Education

And:

The Elementary Teachers' Federation of Ontario

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The employer being the Halton District School Board (hereinafter referred to as the "Board") recognizes the Elementary Teachers' Federation of Ontario (E.T.F.O. hereinafter referred to as the "Union" as the bargaining agent for all Occasional Teachers, as defined by the Education Act, employed by the Board in its elementary panel.
- 2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 2.03 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.

ARTICLE 3 – DEFINITIONS

- 3.01 "Occasional Teacher" shall mean an "occasional teacher" as defined in the Education Act as amended from time to time.
- 3.02 "Casual Occasional Teacher" means any Occasional Teacher other than a Long Term Occasional Teacher.
- 3.03 Effective September 1, 2001 "Long Term Occasional Teacher" means an Occasional Teacher who is employed for more than fifteen (15) consecutive instructional days as a replacement for one teacher.
- 3.04 Effective September 1, 1999 a newly hired Occasional Teacher will serve a probationary period of thirty (30) instructional days or one (1) school year, whichever is shorter.
- At the expiration of the probationary period, the Board may confirm the appointment as permanent. If the appointment is not confirmed, the Occasional Teacher will be provided reasons for not confirming the appointment, in writing.
- 3.05 "Occasional Teacher List" means a list of all teachers qualified to teach in Ontario, including those on Letters of Permission, who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.
- 3.06 "Elementary Teachers" shall mean the Elementary Teachers, other than Occasional Teachers, employed by the board in its elementary panel.
- 3.07 "Board" shall mean the Halton District School Board.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.
- 4.02 In the event of a strike by other employees of the Board, the Occasional Teachers shall carry on with their assigned professional duties to the best of their ability.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- 5.02 Without limiting the generality of the foregoing, the Board's rights shall include:
- a) the right to hire, assign, evaluate, promote, demote, retire and transfer employees, including the exercise of **judgement** as to requirements and qualifications;
 - b) the right to discipline, dismiss, demote, transfer, suspend or withhold salary for just cause. The Occasional Teacher will be informed of such action in writing. It is **recognized** that a lesser standard of just cause (basic procedural fairness) applies to the dismissal of probationary Occasional Teachers;
 - c) the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;
 - d) the right to plan and control the teaching and other programs and activities of the Board; the right to determine: programs to be offered by the schools; job content and functions to be performed; the number of Occasional Teachers to be employed; the number of students to be allocated to a program; class size; subjects to be taught; the designation or establishment of departments or areas of study; the selection of individuals to positions of responsibility; the hours of school; the school year and the holidays to be observed.
 - e) the right to make, change, and enforce reasonable rules and regulations governing the expectations of Occasional Teachers. The Board shall attempt to notify the President of the Occasional Teacher Local prior to effecting any major change in administrative procedures affecting Occasional Teachers.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The parties agree that:
- a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any **labour organization**;

ARTICLE 6 - NO DISCRIMINATION (Continued)

- b) there shall be no discrimination or harassment practised, by either party, by reason of an employee's membership or activity in the union;
- c) there shall be no discrimination practised by either party, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.

ARTICLE 7 – UNION DUES, ASSESSMENTS AND LOCAL LEVIES

- 7.01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay. E.T.F.O. dues, assessments and local levies. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of E.T.F.O. no later than the 15th of the month following the date on which the deductions were made. Local levies will be directed to the Treasurer of the ETFO Occasional Teacher Local no later than the 15th of the month following the date on which the deductions were made. The amount shall be determined by E.T.F.O. and/or the Bargaining Unit in accordance with their respective constitutions forwarded, in writing, to the Board at least 30 days prior to the expected date of change.
- 7.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, dues and levies deducted, and the number of days worked for each Long Term Occasional Teacher from whose wages the deductions have been made. For Casual Occasional Teachers the payment shall be accompanied by a dues submission list showing the names, addresses, and dues paid. Effective September 1 1999, the submission for Casual Occasional Teachers will also include the number of days worked for each Casual Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form.
- 7.03 The Board shall provide to the Union, by September 15th each year, a letter stating the total number of elementary Long Term occasional teaching days and the number of elementary Casual Occasional Teaching days, for the previous school year.
- 7.04 The Bargaining Unit agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such a mandatory deduction for the E.T.F.O. dues, assessments and local levies as specified in above.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Grievance shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Agreement. The procedures as outlined shall be used.
- 8.02 The grievance shall stipulate the name of the grievor; shall identify the grievor's work location; shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. The grievance shall be signed by the grievor and an authorized representative of the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE -- (Continued)

- 8.03 The authorized representatives of the parties for the purposes of this Article shall be: for the Union, the President of the Union or designate as identified in writing; for the Board, the Director of Education or designate as identified in writing. The Board or Union shall identify in writing their authorized representative upon request by either party.

Complaint Stage

It is understood that the Occasional Teacher has no grievance until the Occasional Teacher has first given the immediate supervisor (e.g. Principal) an opportunity to address the Occasional Teacher's complaint. The Occasional Teacher will provide the complaint in writing to the Principal within ten (10) instructional days following the day the cause for the complaint became known or should have become known to the Occasional Teacher. The Principal shall meet with the Occasional Teacher, who may be accompanied by a Union representative and they shall attempt to resolve the complaint. The immediate supervisor's response to the Occasional Teacher shall be given in writing within ten (10) days of the aforementioned discussion.

Step

Failing satisfactory settlement at the Complaint Stage, the Occasional Teacher, with the support of the Union may, within the next ten (10) instructional days refer a grievance to the Executive Officer of Human Resources in writing.

The Executive Officer of Human Resources, or designate, shall respond to the grievance in writing within ten (10) instructional days.

Step

Failing satisfactory settlement at Step 1, the Union may, within the next ten (10) instructional days refer the grievance to the Director in writing. The Director, or designate, shall respond to the grievance, in writing, within ten (10) instructional days.

Step 3

Failing satisfactory settlement at Step 2, the Union may refer the grievance to Arbitration within twenty (20) instructional days of receipt of the reply at Step 2.

- 8.04 Where a grievance involves a question of general application or interpretation, the Union or the Board shall initiate the grievance at Step 2 of the Grievance Procedure and within twenty (20) instructional days after the Union or the Board (whichever wishes to initiate the grievance) became aware or reasonably ought to have become aware of the facts or circumstances giving rise to the grievance. However, the Union shall not be entitled to grieve any matter or circumstance which an individual Occasional Teacher could grieve and the normal Grievance Procedure shall not thereby be bypassed.
- 8.05 If there are several grievances concerning similar matters, they may be heard or considered together as one grievance with the agreement of the parties.

ARTICLE 8 - GRIEVANCE PROCEDURE -(Continued)

- 8.06 A step in the grievance procedure may be omitted upon the written consent of the Board and the Union.
- 8.07 Any grievance not processed in accordance with the **grievance** procedure outlined in this article, including a grievance which is not initiated or processed to the next higher step or to arbitration within the time limits specified in the procedure, shall be deemed to be abandoned.
- 8.08 If the responding party fails to reply to a grievance within the time limits set out in any step above, the grievance may be submitted to the next step of the grievance procedure.

Arbitration

- 8.09 When either party requests that a grievance be submitted to Arbitration, the request shall, as noted in Step 3, be made within twenty (20) instructional days addressed to the other party to the Agreement, indicating the name and address of its nominee to an Arbitration Board. Within twenty (20) instructional days thereafter, the other party shall answer indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees so selected shall, within fifteen (15) instructional days of the appointment of the second of them or by a time mutually agreed upon, appoint a third person who shall be the Chairperson.
- 8.10 If either party fails to appoint an Arbitrator or if the nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party.
- 8.11 The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties. The decision of the majority shall be the decision of the arbitration board, but if there is no majority the decision of the Chairperson shall govern.
- 8.12 The Arbitration Board shall have **no** jurisdiction to alter, modify or amend any part of this agreement.
- 8.13 Each of the parties shall bear the expense of its own nominee and the parties shall jointly share the **expenses** of the Chairperson of the Arbitration Board.
- 8.14 The parties may, by mutual consent, agree on the appointment of a single arbitrator who shall have the same powers and be subject to the same limitations as an arbitration board.
- 8.15 Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance/arbitration procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur. Expenses for the Mediator shall be shared equally by both Parties.

ARTICLE 8 - GRIEVANCE PROCEDURE (Continued)

- 8.16 All reference to days in this Article shall mean instructional days.
- 8.17 An Occasional Teacher's attendance, required by the Board, at the grievance meeting at any stage of the Grievance Procedure, including Arbitration, shall be without loss of pay, if the Occasional Teacher was scheduled to work on that day, unless the teacher has been suspended without pay, employment has been terminated or in some respect the teacher was not entitled to receive pay for the day of the meeting. Normally such meetings will be held outside of the instructional day.

ARTICLE 9 - DISCHARGE

- 9.01 Where an Occasional Teacher has received a termination notice, the Union may file a grievance at Step 2 within ten (10) instructional days of written notice of termination.

ARTICLE 10 - HEALTH & SAFETY

- 10.01 The Board shall make reasonable provisions for a safe and healthful environment for Members. Both parties will co-operate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.
- 10.02 a) The Board shall pay the President or designate to attend Joint Occupational Health and Safety meetings. The President or designate shall receive a minimum of a half day's pay for attendance at meetings.
- b) In addition, the Board shall pay the President or designate to do school inspections as scheduled by the Health and Safety Co-ordinator. The President or designate shall receive a minimum of one-half day's pay for participating in these school inspections.

ARTICLE II- MEDICAL PROCEDURES

- 11.01 In the event of a medical emergency, a Member will perform such procedures as are necessary for the safety and well-being of the child. No member however, is required to carry out medical/physical procedures as part of his/her regular duties.
- 11.02 Any suspicion of a communicable condition or disease shall be reported to the administration. However, it is not part of the regular duties and responsibilities of an occasional teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE 12 -- OCCASIONAL TEACHER LIST

- 12.01 "Occasional Teacher List" means a list of all teachers qualified to teach in Ontario, including those on Letters of Permission, who have been accepted by the Board to teach as Occasional Teachers in the Elementary panel.
- 12.02 Only those Occasional Teachers whose names are on the Occasional Teacher List shall be called for Casual and Long Term Occasional Teaching assignments.

ARTICLE 12 – OCCASIONAL TEACHER LIST (Continued)

- 12.03 The Board may, from time to time, add to the Elementary Occasional Teachers' List, and the Union shall receive a list of the names in the month that the additions occur.
- 12.04 An up-to-date list of the Board's Elementary Occasional Teachers will be sent to the Union by October 15 and February 15 of each year which will include the addresses and telephone numbers of all Occasional Teachers on the Board's List. Upon written request, and up to three times per year, the Board will provide the Union with a set of mailing labels of those Occasional Teachers who are on the list. There shall be no cost to the Union for these labels.
- 12.05 Teachers who wish 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 by the Board by June 1, affirming their intent to be available for an occasional teaching assignment.
- 12.06 A list giving the names of the Occasional Teachers on long term teaching assignments will be forwarded to the Union President by September 30th and January 31st of each school year. The list will also include the term of the appointment where it is known.
- 12.07 An Occasional Teacher shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 12.08 In addition to clause 13.01, an Occasional Teacher's name shall be removed from the list for the following reasons:
- i) is discharged;
 - ii) resigns, or retires;
 - iii) employment is terminated pursuant to the Education Act and the Regulations;
 - iv) fails to **notifv** the Human Resources Department by June 30th each year of his/her desire to remain on the list for the next school year;
 - v) is deemed unqualified by the College of Teachers;
 - vi) fails to work a minimum of ten (10) days within one (1) school year unless the Occasional Teacher is on an approved leave of absence pursuant to 18.01.

ARTICLE 13 - PROBATIONARY PERIOD

- 13.01 A newly hired Occasional Teacher shall be **considered** to be on probation until he/she has completed his/her probationary period as specified in clause 3.04. During an Occasional Teacher's probationary period, the Board may dismiss the Occasional Teacher subject to 5.02 b) and remove the Occasional Teacher from the Occasional Teacher List provided that the Board does not act with discrimination or in bad faith.

ARTICLE 14 - PAID SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

- 14.01 A Long Term Occasional Teacher shall be entitled to two (2) days paid 'sick leave per full month worked cumulative for the duration of the Long Term Occasional Teaching assignment. Paid sick days will be credited at the end of each month of the assignment.

ARTICLE 14 - PAID SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS (Continued)

Unused sick leave up to a maximum of five (5) days will be cumulative from one long term assignment to another during the school year but may not be carried forward to the next school year.

- 14.02 All absences must be reported through the Principal to the Personnel Manager (Elementary) or designate. Absences for personal illness or injury for a period not exceeding five (5) days may be certified by the school Principal unless the Personnel Manager (Elementary) or designate asks specifically for certification by a qualified medical or dental practitioner.

For absences over five (5) days a certificate from a qualified medical or dental practitioner may be requested. For absence exceeding one (1) month, the Personnel Manager (Elementary) or designate may request a medical certificate from a qualified medical or dental practitioner appointed by the Board. If the Board asks for a medical certificate to be provided, the Member will be reimbursed for the cost of the required certificate.

ARTICLE 15 - UNION REPRESENTATIVE

- 15.01 The Union shall notify the Board, in writing, of the names of the persons elected to office in the Union.
- 15.02 The Board shall provide the Union with access to the Board's courier services at no cost.
- 15.03 The Board shall provide to the Union bulletin board space in each elementary school for the posting of notices which may be of interest to Occasional Teachers.
- 15.04 The Board shall give the Occasional Teachers access to meeting rooms for Union activities outside the school day, at no cost, provided this does not interrupt the instructional program, school or rental functions of the Board.

ARTICLE 16 - MISCELLANEOUS LEAVES

Bereavement Leave

- 16.01 Bereavement Leave shall be granted by the Personnel Manager (Elementary) or designate without loss of salary for up to four (4) days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teachers' s immediate family or immediate family by marriage in order for the Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, guardians, spouse, children, brothers, sisters, grandparents, stepfather, stepmother, stepbrother, stepsister and stepchild. Immediate family by marriage shall mean parents-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

It is understood that spouse includes common-law and same-sex partners.

ARTICLE 16 – MISCELLANEOUS LEAVES (Continued)

Jury Duty or Subpoena

- 16.02 A Long Term Occasional Teacher is entitled to salary, notwithstanding the Member being absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the Member is not a party or **one** of the persons charged, provided that the Long Term Occasional Teacher pays to the Board any fee, exclusive of travelling allowance, and living expenses, that the Member receives as a juror or as a witness.

Religious Holy Days

- 16.03 Subject to the approval of the Personnel Manager (Elementary), or designate, a Long Term Occasional Teacher may be granted up to a maximum of three (3) days paid leave within any one full school year, for officially recognized religious holy days that fall within the term of their assignment. In addition, a maximum of six (6) days without pay may be granted within any one full school year for officially recognized religious holy days that are within the term of their assignment.

Quarantine

- 16.04 During the period of their assignment, Long Term Occasional Teachers are entitled to legitimate absence from duty in any case where, because of exposure to communicable disease the teacher is quarantined or otherwise prevented by order of the public medical health authorities pursuant to the Public Health Act, from attending upon the teacher's duties.

Parenting Leave

- 16.05 A leave of one (1) day with pay may be granted to a Long Term Occasional Teacher, subject to the approval of the Personnel Manager (Elementary), on the occasion of the birth of the Member's child. The leave may be taken between the day of delivery and the day of hospital release, inclusive.

ARTICLE 17 – MATERNITY/PARENTING/ADOPTIVE LEAVE

- 17.01 A Long Term Occasional Teacher is entitled to maternity and adoption leave in accordance with the Employment Standards Act for the period of time that the maternity / parenting / adoptive leave falls within his/her long term assignment.

ARTICLE 18 – VOLUNTARY LEAVES OF ABSENCE

- 18.01 An Occasional Teacher may request, in writing, a leave of absence of up to one year. There is no entitlement to salary nor shall the time on leave count towards any recognition for experience or salary. The employee is responsible for de-activating his/her name from the absentee reporting and replacement information system for the duration of the leave.
- 18.02 It is the Occasional Teacher's **responsibility** to inform the board in writing and to reactivate his/her name on the system, at the end of the leave period.

ARTICLE 19 -WORKING CONDITIONS

Staffing

- 19.01 The Board shall make an effort to assign an Occasional Teacher when an Elementary Teacher is absent due to illness or an approved leave.

In-School Information

- 19.02 The Principal of each school shall ensure that the following in-school information is provided to Occasional Teachers: a timetable for the Occasional Teacher's assignment (including supervision periods); a schedule identifying period times; an up-to-date class list; a seating plan; a floor plan of the school; an outline of the school day (including opening procedures, washroom procedures); fire drill and emergency procedures; written information on school discipline procedures; keys to the rooms in which the Occasional Teacher will be teaching; information on access to equipment and sources of assistance; a list of students with special health-related or other needs; a list of students in special in-school support programs, including their timetables; a list of students arriving by bus.

The Principal shall ensure that, to the extent possible, lesson plans and textbooks are available for the class in the case of Casual Occasional Teaching assignments.

- 19.03 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfil the teaching duties of the Elementary Teacher and further agrees that support from the school administration will be provided.

Timetable

- 19.04 Wherever possible, as determined by the school administration, the timetable for an Occasional Teacher shall be the same as the timetable of the Teacher who is being replaced.

Yard Duty

- 19.05 No occasional teacher shall be assigned yard duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

Lunch Period

- 19.06 Each Occasional Teacher is entitled to a lunch period of a minimum of forty (40) consecutive minutes. Whenever possible, an Occasional Teacher who is assigned a half day assignment shall not be responsible for lunchroom supervision.

Harassment

- 19.07 The Board and the Union agrees that allegations of harassment will be investigated.

ARTICLE 19 -WORKING CONDITIONS (Continued)

Inclment Weather

19.08

i) Long Term Occasional Teachers:

Weather conditions preventing a Long Term Occasional Teacher from attending work shall not interrupt the continuity of Long Term Occasional Teaching Assignments. If a Long Term Occasional Teacher cannot attend due to inclement weather where the Board has not closed the school to staff, payment for that day will be at the discretion of the Board. There will be no pay deductions for Long Term Occasional Teachers if the Board has closed the school(s) to staff due to inclement weather during the term of the Long Term Occasional Teacher's assignment.

ii) Casual Occasional Teachers:

If Casual Occasional Teachers have accepted and received a job number to work on a day when the schools are closed to staff due to inclement weather, he/she will be paid for that day. If there is a second consecutive day or more of school closure for staff due to inclement weather the Casual Occasional Teacher will not be paid.

Mileage

19.09 An Occasional Teacher covering for an Itinerant Teacher or a Member who is assigned duties by the Board at two (2) or more locations in the same day shall be paid a travel allowance for mileage between the schools, according to the Board's mileage policy, as amended from time to time.

ARTICLE 20 – ACCESS TO INFORMATION

Data for Negotiations

20.01 Upon written request, the Union shall be provided with copies of data relevant to the negotiation and administration of this agreement including, but not limited to, the following:

- a) listings of all employees covered by this agreement;
- b) a statement of the current operating budget;
- c) a statement of the current operating expenditures;
- d) the general legislative grant technical paper (if available) and the detailed calculation for funding of the Halton District School Board.
- e) a listing of Occasional Teachers on approved leaves of absence and the duration of the leaves.

20.02 The Union understands that the Board will respond to its written request as quickly as possible and, whenever possible, within five (5) instructional days.

ARTICLE 20 -ACCESS TO INFORMATION (Continued)

Personnel Files

- 20.03 The personnel file for the Occasional Teacher will be maintained In the Human Resources Department. An Occasional Teacher may have access to the file with one instructional day's notice to the Personnel Manager (Elementary) and shall receive photocopies of any documents in his/her personnel file, as requested.
- 20.04 With one instructional day's written notice to the Personnel Manager (Elementary), where a member **authorizes**, in writing, access to his/her personnel file by the President of the Union acting on behalf of the member, the Board shall provide such access, as well as copies of materials therein **authorized** and requested.
- 20.05 Copies of documentation respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher.
- 20.06 An Occasional Teacher shall be entitled to provide a statement for inclusion in his/her personnel file, in cases dealing with disagreement regarding information contained within the personnel file.
- 20.07 A Long Term Occasional Teacher shall sign indicating receipt of and be provided with a copy of any written report directly pertaining to that Long Term Occasional Teacher.
- 20.08 A disciplinary or adverse report will be kept on file in the Human Resources Department.
- 20.09 A disciplinary or adverse report may be removed from the Human Resources Department's file at the discretion of the Executive Officer of Human Resources. An Occasional Teacher shall have the right to request the removal of any disciplinary or adverse report from the Human Resources Department's file after one year by appealing to the Executive Officer of Human Resources.

Access to Board Minutes

- 20.10 The Board shall provide to the Union copies of agendas and minutes at least two (2) days prior to the Board meetings that are open to the public.

ARTICLE 21 - PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 21.01 A Professional Activity Day shall not interrupt the continuity of a long term occasional teaching assignment.
- 21.02 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be **paid** for the day and will be required to participate in the scheduled professional activity sessions.
- 21.03 Occasional Teachers shall, upon request, have access to the Boards in-service programs on a voluntary basis, without pay.

ARTICLE 22 - EMPLOYEE RELATIONS COMMITTEE

22.01 An Employee Relations Committee will be established. The Committee shall have as its members up to three representatives from the Board and three representatives from the Union. The Board will be represented by Trustees and Senior Administration. One representative from the Board and one representative from the Union will act as co-chairs for the committee. The parties agree to the following:

- i) The committee shall meet at the request of either co-chair at a mutually convenient time.
- ii) The committee shall discuss issues of concern to either the Board or the Union.

ARTICLE 23 - EARLY CLOSING

23.01 The Board will close the elementary schools ninety (90) minutes early on the last school day prior to Christmas and Summer break.

ARTICLE 24 - PRINTING OF COLLECTIVE AGREEMENT

24.01 The Board and the Union shall share equally the cost of printing the Collective Agreement. The number of copies of the Collective Agreement to be printed shall be mutually agreed to by the Union and Board. It is the intent of the parties that each Occasional Teacher will have a copy of the Collective Agreement.

24.02 The Board shall provide all Occasional Teachers who are newly hired to the Board with an information package to be supplied by the Union.

ARTICLE 25 - RATES OF PAY

25.01 The Board shall pay to Occasional Teachers in respect of each day of employment as an Occasional Teacher with the Board, the following rate of pay, prorated for part day assignments:

Elementary Daily Certified Teacher Rate

	<u>Daily Base Rate</u>	<u>Vacation Pay (4%)</u>	<u>Total</u>
September 1, 2000	\$138.08	\$5.52	\$143.60
September 1, 2001	\$140.84	\$5.63	\$146.47
February 1, 2002	\$142.25	\$5.69	\$147.94
June 1, 2002	\$142.96	\$5.72	\$148.68

Elementary Daily Letter of Permission Rate

	<u>Daily Base Rate</u>	<u>Vacation Pay (4%)</u>	<u>Total</u>
September 1, 2000	\$131.13	\$5.25	\$136.38
September 1, 2001	\$133.75	\$5.35	\$139.10
February 1, 2002	\$135.09	\$5.40	\$140.49
June 1, 2002	\$135.77	\$5.43	\$141.20

ARTICLE 25 – RATES OF PAY (Continued)

Elementary Non-Certified Teacher Rate

	<u>Daily Base Rate</u>	<u>Vacation Pay (4%)</u>	<u>Total</u>
September 1, 2001	\$107.81	\$4.31	\$112.12
February 1, 2002	\$108.89	\$4.36	\$113.25
June 1, 2002	\$109.43	\$4.38	\$113.81

The Salary Grid for the Elementary Teachers would take effect beginning on the 16th consecutive instructional day of the assignment for the Long Term Occasional Teacher and will be made retroactive to the first day of the assignment. If the Occasional Teacher has signed a long term contract from the beginning of his/her assignment they would be paid on the Elementary Teachers grid from the first day of that assignment.

25.02 Long Term Occasional Teachers

- a) A Long Term Elementary Occasional Teacher as defined in Article 3 shall be paid in accordance with the applicable Salary Grid for the Board's Elementary Teachers for the term of his/her assignment. Related experience will be **recognized** in accordance with the practice for Elementary Teachers.
- b) The Salary Grid is inclusive of all vacation and statutory holiday payments required under the **Employment Standards Act**, as amended from time to time.
- c) For recognition of experience on the Elementary Teachers salary grid, only teaching experience on a continuous basis during a regular school year, September to June, in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school, shall be considered. Any teaching experience as a Casual Occasional shall not be considered. The Personnel Manager (Elementary) or designate shall have authority to determine acceptable teaching experience, including experience on an occasional agreement, in any case of dispute with respect to the determination of continuous experience.

25.03 Effective September 1, 1998, in the event a new collective agreement for the Elementary Teachers provides for retroactive pay increases due to a salary grid increase, such retroactivity shall also apply to the pay for Long Term Occasional Teachers who were working on Long Term assignments during the period of time that retroactive adjustments are applicable.

25.04

- a) Effective September 1, 2000, Long Term Occasional Teachers shall be paid as follows:

Two Part Calculation:

Full Month:

For every full month worked, a Member will be entitled to **10%** of the annual salary.

Partial Month:

For every part month worked, a Member will be entitled to a per diem rate based upon the number of days actually worked in the month (not to exceed **10%** of annual salary). The normal pay date shall be the **last working** day of the month.

ARTICLE 25 – RATES OF PAY (Continued)

- b) Effective September 2001, a Member will be entitled to a per diem rate based upon the number of days actually worked in the month.

The normal pay date shall be the last working day of the month for the Long Term Occasional and for the Short Term Occasional Teacher.

- c) Occasional Teachers shall be paid on a monthly basis by direct deposit into the bank, trust company or credit union account designated by the Teacher. It is the responsibility of the Occasional Teacher to notify in writing, the Payroll Supervisor, three (3) weeks in advance of the pay date, if there is a change in the financial institution and/or account number. Failure to supply the Payroll Department with this information will result in delays in payment of wages owing.

25.05 For Occasional Teachers, the pay stub shall indicate the period for which the teacher is being paid and shall be mailed to the home address of the Occasional Teacher.

25.06 The Record of Employment Certificates for Casual Occasional Teachers will be issued only upon request to the Payroll Department. Long Term Occasional Teachers will receive the Record of Employment Certificate at the conclusion of their assignment, or, if at the end of the school year, ten (10) working days following the last school day in June.

ARTICLE 26 –JOB VACANCIES

26.01 Occasional Teachers will be given the opportunity to indicate interest in long term occasional assignments and/or, full, or part time elementary teaching assignments with the Board. A list of the Occasional Teachers who have indicated an interest in any such employment shall be made available to Principals by September 15 of each school year.

Occasional Teachers shall be responsible for keeping their statements of interest (including if they are interested in a long term assignment or consideration for a permanent vacancy), contact numbers and addresses up to date, in writing, with the Personnel Manager (Elementary), Human Resources.

26.02 When hiring for Long Term Occasional assignments or permanent vacancies, the Board shall give first consideration to applications received from members of the bargaining unit along with the written statements of interest pursuant to Article 26.01 which have been filed with the Board. It is understood that Full-time Occasional Teachers who have already accepted long term assignments for some or all of the period covered by the posted assignment are not eligible to be considered for the position unless the Executive Officer of Human Resources has given prior approval that they may be considered for the position.

26.03 On the first working day of the month, vacancies for Long Term Occasional positions known to the Board, of two (2) months or greater in duration, will be posted in all elementary schools at least three (3) working days prior to the closing date for application. A copy of the posting shall be forwarded to the President of the Local.

26.04 In addition information contained in the posting will be recorded on a message and will be accessible to the Occasional Teachers by telephone.

ARTICLE 26 - JOB VACANCIES (Continued)

- 26.05 All qualified Occasional Teacher applicants shall be granted an interview. However, when more than five (5) Occasional Teacher applicants apply, the Board may short-list a minimum of five (5) candidates for interview purposes. Unsuccessful candidates who were interviewed for long term positions shall receive a debriefing upon request.
- 26.06 It is understood that the appointment of Occasional Teachers to Long Term assignments that occur as a result of illness of an Elementary teacher, will not be posted.

ARTICLE 27 -TERMINATION OF LONG TERM ASSIGNMENT

- 27.01 In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Occasional Teacher will be given five (5) teaching days notice or five (5) days pay in lieu of notice.

ARTICLE 28 - CATEGORY PLACEMENT - LONG TERM OCCASIONAL TEACHERS

- 28.01 Effective September 1, 2000, all newly hired Long Term Occasional Teachers are required to submit their Q.E.C.O. evaluation. All Long Term Occasional Teachers shall be paid according to their Q.E.C.O. evaluation, based on either Q.E.C.O. IV or V, and in accordance with the provisions of this Collective Agreement. The Long Term Occasional Teacher may continue placement under Q.E.C.O. III.
- 28.02 Newly hired Occasional Teachers with proof of an acceptable university degree shall be placed in Category AI pending receipt of a Q.E.C.O. rating. When no documentation of proof is provided the newly hired Occasional Teacher shall be placed in Category A. When documentary proof of qualifications is provided, the Occasional Teacher shall be placed in the appropriate **category** on the salary schedule. The documentary proof of qualifications is to be filed with Personnel Manager (Elementary) or designate. The category placement shall be retroactive to the **first** day of employment, once the Occasional Teacher has submitted the required documentation subject to Article 28.04.
- 28.03 All qualified, newly hired Occasional Teachers shall be placed at 0 years experience where no documentation of proof is provided. When documentary proof of experience is provided, the Occasional Teacher shall be placed in the appropriate salary schedule position. The documentary proof of experience is to be filed with the Personnel Manager (Elementary) or designate. The experience placement shall be retroactive to the first day of employment, once the Occasional Teacher has submitted the required documentation subject to Article 28.04.
- 28.04 In the event that complete documentation for both experience and qualifications, as indicated in 28.01, 28.02 and 28.03, are not provided to the Personnel Manager (Elementary) or designate within one hundred and twenty (120) days, the Occasional Teacher's salary will be adjusted to Category A, 0 years experience until documentation is complete. A retroactive adjustment will be made once the Occasional Teacher has submitted the required documentation. The maximum amount of retroactive adjustment payment will be the school year in which the documentation is received.

ARTICLE 28 - CATEGORY PLACEMENT - LONG TERM OCCASIONAL TEACHERS

(Continued)

- 28.05 The Occasional Teacher shall assume responsibility for advising the Personnel Manager (Elementary) or designate of any change in status which would result in a change in such placement or a change in salary.
- 28.06 The Director of Education, or designate, shall have the authority to evaluate the qualifications and professional training of Occasional Teachers who are granted Temporary Letter of Approval or who hold teaching certificates not specifically referred to in the category system and to recommend placement in the proper category.
- 28.07 Changes in qualifications which result in an Occasional Teacher being placed in a higher category shall be effective on or retroactive to September 1; provided the qualifications are obtained on or before September 1 and provided the Personnel Manager (Elementary) or designate receives written notification before December 31 of that year and provided the Personnel Manager (Elementary) or designate receives written documentation of qualifications on or before May 31 of the subsequent year. All conditions must be fulfilled by the Occasional Teacher for a higher category placement to become effective.
- 28.08 Changes in qualifications which result in an Occasional Teacher being placed in a higher category shall be effective on or retroactive to January 1, provided the qualifications are obtained after September 1 of such school year but on or before January 1, and provided the Personnel Manager (Elementary) or designate receives written notification before March 31 and provided the Personnel Manager (Elementary) or designate receives written documentation of qualifications on or before August 31. All conditions must be fulfilled by the Occasional Teacher for a higher category placement to become effective.

ARTICLE 29 - LEAVE FOR UNION BUSINESS

- 29.01 The Board shall pay the President or designate to attend the President Council meetings called by the Board. The President or designate will be paid for the number of hours required to attend the meetings, as approved by the Superintendent of Human Resources. The minimum amount of pay shall be one half day's pay.
- 29.02 The Board may grant the release from teaching duties of a Long Term Occasional Teacher. Such request will be made in writing, in advance, to the Personnel Manager (Elementary). The Union shall reimburse the Board for its actual replacement cost, if any. The Long Term Occasional Teacher shall continue to accumulate credit for teaching experience for the period of the leave.

ARTICLE 30 - CORRESPONDENCE

- 30.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.



ARTICLE 31 - TERM OF AGREEMENT

- 31.01 This Agreement shall be in effect from the 1st day of September, 2000 and shall remain in effect until the 31st day of August, 2002 and from year to year thereafter, unless either party notifies the other party in writing by March 1st prior to the expiration date, as to its desire to renew the Agreement with or without modifications, or to make a new Agreement.
- 31.02 During the life of this Agreement any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the "Board")
and
The Elementary Teachers' Federation of Ontario
(hereinafter referred to as the "Union")

CAINL S

The parties agree that an Occasional Teacher who is called in and reports to work to find that his or her services are not required shall remain to work in the school, on that day, for no more than half (0.5) of a day and will be paid for half a day. If the assignment the Occasional Teacher was filling is for less than half a day, then the Occasional Teacher will remain in the school and will be paid the appropriate prorated amount.

There will be no payment for time not worked.

Dated at Burlington this 22nd day of June, 2001.

FOR THE BOARD

D. Papke

D. Beckett-Morton

S. Leonard

R. Prouty

B. Smith

FOR THE UNION

A. Glennie

B. Martin

K. Smoke

Letter of Agreement
between
The **Halton** District School Board
(hereinafter referred to as the "Board")
and
The Elementary Teachers' Federation of Ontario
(hereinafter referred to as the "Union")

ADMINISTRATIVE PROCEDURE – EVALUATION

The Board will have an Administrative Procedure on evaluation of an Occasional Teacher's performance. The Board will be developing this procedure over the next few months and will share the draft procedure with the President of the Union, for consultation as part of that development process.

It is the Board's intent to have the procedure completed no later than August **31, 2002**.

Dated at Burlington this 22nd day of June, 2001.

FOR THE BOARD

D. Papke

D. Beckett-Morton

R. Prouty

B. Smith

FOR THE UNION

A. Glennie

K. Smoke

B. Martin

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the "Board")
and
The Elementary Teachers' Federation of Ontario
(hereinafter referred to as the "Union")

UNCERTIFIED TEACHERS

It is agreed by the Halton District School Board and E.T.F.O. that the Board will voluntarily recognize E.T.F.O. as the bargaining agent for all uncertified teachers hired in the elementary panel to teach in circumstances where an occasional teacher would be employed. It is understood that such teachers shall not be added to the Occasional Teacher List provided in Article 12 of the Occasional Teacher Collective Agreement.

Such teachers shall be paid in accordance with the rates set out in Article 25 of the collective agreement.

Dated at Burlington this 22nd day of June, 2001.

FOR THE BOARD

FOR THE UNION

D. Papke

A. Glennie

D. Beckett-Morton

K. Smoke

S. Leonard

B. Martin

R. Prouty

IN WITNESS WHEREOF, THE PARTIES have caused this Collective Agreement to be signed in their respective names by the respective representatives thereunto duly **authorized**, signed this 22nd day of June A.D. 2001.

FOR THE HALTON DISTRICT SCHOOL BOARD

Signed:

Dusty Papke
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Sharon Leonard
Personnel Manager (Elementary)

Roger Watt
Principal

Rob Prouty
Vice-Principal

Barbara Smith
Human Resources Administrator

FOR THE UNION

Signed:

Alison Glennie
President,
E.T.F.O., Occasional Teachers, Halton Local

Kathryn Smoke
Secretary,
E.T.F.O., Occasional Teachers, Halton Local

Bill Martin
E.T.F.O., Executive Assistant