

COLLECTIVE AGREEMENT

between

**UPPER CANADA DISTRICT SCHOOL BOARD
(herein called “the Board” or “the Employer”)**



and

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
representing
All Occasional Teachers Employed in the Elementary Panel of the Board
(herein called the Union)**

September 1, 2003 to August 31, 2004

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ARTICLE 1 – PURPOSE

- 1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.
- 1.02 It is the purpose and intent of the Parties to this agreement to maintain harmonious relationships among the Employer, the Union, its committees and each Occasional Teacher member of the Union, and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer being the Upper Canada District School Board, hereinafter referred to as “the Employer” recognizes the Elementary Teachers’ Federation of Ontario, hereinafter referred to as “the Union” as the bargaining agent for all Occasional Teachers employed by the Employer in the elementary panel.
- 2.02 The Union will inform the Employer from time to time of who is authorized to act on behalf of the Union.
- 2.03 The parties mutually recognize the right of each to receive such assistance by counsel or agent in all matters pertaining to the negotiation and administration of this agreement as each deems necessary.
- 2.04 Any issues concerning the implementation, interpretation, and/or maintenance of this Agreement shall be addressed through the Union President.

ARTICLE 3 – DEFINITIONS

- 3.01 “Occasional Teacher” shall mean an “Occasional Teacher” as defined in the Education Act.
- 3.02 Unless otherwise specified, “days” shall mean instructional days.
- 3.03 “Occasional Teacher List” shall mean a listing of all daily Casual and Long Term Occasional Teachers qualified to teach in Ontario, who have been accepted by the Employer to teach as Occasional Teachers in the elementary panel. This list shall include Casual and Long Term Occasional Teachers.
- 3.04 When required by the contract, the singular shall include the plural and the masculine shall include the feminine.

- 3.05 “Long Term Occasional Teacher” shall mean an Occasional Teacher who is required to teach for a period of eleven (11) or more consecutive days as a substitute for the same Teacher.
- 3.06 “Casual Occasional Teacher” shall mean an Occasional Teacher who is not a long term Occasional Teacher.
- 3.07 “Employer” shall mean the Board and its predecessor Boards, which comprise the current Upper Canada District School Board.

ARTICLE 4 – TERM OF AGREEMENT

- 4.01 This Collective Agreement shall be in effect from September 1, 2003 and remain in effect until August 31, 2004 and from year to year thereafter unless notice is given by either party pursuant to Section 59 of the Labour Relations Act.
- 4.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications, of this Collective Agreement.
- 4.03 Amendments (deletions, additions or substitutions) to the clauses defined herein shall be made during the term of this Agreement only by mutual consent in writing of the parties. The parties agree to meet within twenty (20) days of receipt of notification from either party to discuss any proposed amendment(s).
- 4.04 There shall be no strike or lockout, as defined by Section 277.2 of the Education Act, during the term of this Agreement or its continuation.

ARTICLE 5 – UNION MEMBERSHIP AND DUES

- 5.01 On each pay date on which an Occasional Teacher receives a pay cheque, the Board shall deduct any dues or assessments levied by the Union in accordance with its constitution and/or by-laws.
- 5.02 Any amounts deducted in accordance with Article 5.01 above shall be remitted to the Treasurer of the Union by the fifteenth (15th) day of the month following the date of deduction.
- 5.03 The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Employer shall, where available, provide the information in electronic form.
- 5.04 The Employer shall provide the Union and the Local President, by September 15th each year, a letter stating the total number of elementary occasional teaching days for the previous school year. Such days shall include the elementary casual and long term occasional teaching days.
- 5.05 At the request of the Union, the Employer shall make the appropriate payroll deductions from an Occasional Teacher’s pay for the purpose of a local Union levy, the Union shall indemnify and save the Employer harmless from any and all claims, cost and expenses

which the Employer may hereafter incur, suffer or be required to pay as a result of having made such deductions.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union recognizes that it is the exclusive right of the Employer to exercise the regular and customary functions of management and to direct the affairs of the Employer in all aspects subject only to the specific limitations of this Collective Agreement.
- 6.02 (a) An Occasional Teacher-Board Relations Committee shall be composed of three (3) members representing the Employer and three (3) members representing the Union.
- (b) The initial meeting shall be held within thirty (30) days of the signing of the Collective Agreement, with subsequent meetings at the Committee's discretion. Reports will be at the Committee's discretion but shall be issued at least twice annually.
- c) The Committee shall discuss issues of concern to either the Employer or the Union but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- 6.03 Each Employee who is covered by this agreement agrees to permit the Employer to provide to the Union or to an authorized Union representative any and all personal information concerning any such Employee which may be reasonably required to assist in or advance the purposes of the collective bargaining and the effective administration of this Agreement. With regard to any information so released or provided, the Union and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.
- 6.04 The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement.
- 6.05 The Employer agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- 6.06 There shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced against any Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, or handicap or because of participation in the lawful activities of, or membership in the Union.
- 6.07 No Occasional Teacher shall be demoted, discharged, dismissed or disciplined without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing. It is recognized that a lesser standard applies to the termination of an Occasional Teacher who has not completed twenty (20) or more full-time equivalent teaching days in a school year
- 6.08 Where practicable, prior to the imposition of any action listed in Article 6.07 above, there shall be a meeting held between the Occasional Teacher and an Employer representative to discuss the matter. The Occasional Teacher shall have the right to have a representative of the Union present.

6.09 The Parties may agree that a person who is in the receipt of a pension from the Teachers' Pension Plan Board shall not be eligible for a long term occasional teaching assignment, without prior written approval from the Union.

6.10 Upon written request, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this Collective Agreement.

ARTICLE 7 - OCCASIONAL TEACHERS' LIST

7.01 (a) The Employer shall furnish to the Union annually by September 30 a list of Occasional Teachers who are available for occasional teaching assignments in its elementary schools which shall include the following:

- name,
- address,
- telephone number,
- qualifications,
- preferences as to locations, if any.

(b) Any Teacher may apply to be added to the list. The application shall be written and directed to the Employer through the Manager of Human Resources. On approval, the Teacher's name will be added to the master list at the Board Office and the Teacher will be informed in writing of their acceptance. Updates of that list will be sent electronically to the Union on a monthly basis.

c) The Employer shall furnish to the Local President a monthly list of the Long Term Occasional Teachers employed by the Board.

7.02 The Union shall be notified monthly of additions to or deletions from the list, and of any disciplinary action involving members of the Union. The Employer shall provide the Union with monthly statements listing the members who worked during the previous month and the amount of time worked.

7.03 An Occasional Teacher must be a member of the Ontario College of Teachers and be qualified to teach in Ontario to be eligible for inclusion on the Occasional Teacher list.

7.04 An Occasional Teacher shall notify the Human Resources Department of the Employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

7.05 An Occasional Teacher's name shall be removed from the list for the following reasons:

1. He/she is removed for just and sufficient cause. Should an Occasional Teacher be removed from the list for just and sufficient cause, such cause shall be provided in writing to the Occasional Teacher within ten (10) days.
2. He/she asked to have their name removed from the list.
3. He/she is on an approved leave of absence for one (1) year in accordance with Article 11.04.
4. By June 1st of each year, each listed Occasional Teacher shall be issued a request for

confirmation of intent to be maintained on the list for the following school year. Those intending to remain available shall confirm such fact in writing to the Administrator of Human Resources c/o Board Office on or before June 30th of each year, failing which that person's name shall be struck from the list.

- 7.06 The maximum number of Occasional Teachers on the Occasional Teacher List shall be six hundred and fifty (650). If the number of Occasional Teachers available does not thereby meet the needs of the Employer, the Employer may add additional Occasional Teachers to the list after consultation with the Union.
- 7.07 The Employer shall ensure that only Occasional Teachers on the list shall be called for assignment, except in unforeseen circumstances and emergency situations.

ARTICLE 8 – COMPENSATION

- 8.01 a) The daily rate for an Occasional Teacher, inclusive of vacation pay entitlement, allowance in lieu of benefits and holiday pay, shall be determined in accordance with the Collective Agreement of the elementary panel employed by the Board. The new daily rate shall be effective as of the first pay period following the ratification date of the elementary full-time panel Collective Agreement.
- b) Effective September 1, 2003, a Casual Occasional Teacher who holds a valid Ontario Teaching Certificate shall be paid a daily rate equal to 1/220 of the minimum annual salary for category A1 of the salary grid then in effect for full-time elementary Teachers employed by the Board and covered by the Collective Agreement between ETFO and the Board. Such rate is inclusive of vacation pay, statutory holiday pay, and the allowance in lieu of benefits.
- c) Effective February 1, 2004, a Casual Occasional Teacher, who holds a valid Ontario Teaching Certificate shall be paid a daily rate equal to 1/219 of the minimum annual salary for category A1 of the salary grid then in effect for full-time elementary Teachers employed by the Board and covered by the Collective Agreement between ETFO and the Board. Such rate is inclusive of vacation pay, statutory holiday pay, and the allowance in lieu of benefits.
- d) Effective August 31, 2004, a Casual Occasional Teacher, who holds a valid Ontario Teaching Certificate shall be paid a daily rate equal to 1/218 of the minimum annual salary for category A1 of the salary grid then in effect for full-time elementary teachers employed by the Board and covered by the Collective Agreement between ETFO and the Board. Such rate is inclusive of vacation pay, statutory holiday pay, and the allowance in lieu of benefits.
- e) A Long Term Occasional Teacher shall be paid in accordance with his or her qualifications and recognized teaching experience on the salary grid in place for the Collective Agreement in effect for full time elementary teachers employed by the Board.
- A Teacher in category A shall not move beyond the penultimate experience step of category A until he/she meets the requirements outlined in the Pay Equity Plans.
 - Teachers shall be paid in category A until such time as they provide proof of a different category classification.

- Teachers with less than full-time assignments shall be paid pro-rated based on their assignment percentage.
- f) Effective upon ratification each Occasional Teacher who attains Long Term Occasional Teacher status based on the completion of eleven (11) consecutive instructional days worked in one (1) position shall, upon the twelfth (12th) day in that position and retroactive to the first (1st) day of the assignment be placed on the salary grid as outlined in 8.01(e).
- 8.02 Remuneration paid to Occasional Teachers will be pro-rated for assignments to positions on a less than full time basis, but in no circumstances will an Occasional Teacher be paid for less than one-half (½) day.
- 8.03 Occasional Teachers shall be paid every two weeks in arrears based on confirmed time sheets.
- 8.04 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address of the Occasional Teacher.
- 8.05 The following shall apply for the purposes of determining the annual salary appropriate to an Occasional Teacher's teaching experience:
- a) Credit shall be given for all full-time or part-time teaching experience in elementary and secondary schools in Canada. It is the responsibility of the Teacher to document all experience to the satisfaction of the Board.
 - b) Other teaching experience deemed by the Employer relevant to the Teacher's assignment shall be recognized to the maximum for the applicable category based on one step for every year. Areas to be considered include continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University or Faculty, College of Education or teaching in an elementary or secondary school outside Canada.
 - c) Teaching experience for a full-time assignment for a full school year shall be recognized as one full year credit.
 - d) It is the responsibility of the Teacher to provide documents relating to teaching experience within forty-five (45) days of the beginning of the long term assignment, failing which the Teacher will remain at the originally assigned rate.
 - e) Experience shall be calculated and applied as of September 1st, of each year.
 - f) Experience as a Long Term Occasional Teacher in this Board in a continuous assignment replacing the same Teacher shall be credited for initial grid placement where such experience was acquired after September 1, 1997. Effective September 1, 2003, credit shall be granted for each day of the long term occasional teaching assignment. If such teaching was on a part-time basis the increment will be pro-rated. Where the calculation of experience results in a partial year, then 0.5 or greater will be rounded up and 0.499 or lesser will be rounded down.
 - g) Casual Occasional Experience: Effective September 1, 2003, experience credit for casual daily teaching experience with the Board (acquired after September 2003), shall be granted at 0.5 for each day of teaching. If such teaching was on a part-time basis the increment will be

pro-rated. Where the calculation of experience results in partial years 0.5 or greater will be rounded up and 0.499 or lesser will be rounded down.

Note to be applied to 8:06 (f) and (g).

- (1) this data as recorded in the Upper Canada District School Board HRIS system will be utilized in the calculation for this experience;
- (2) for calculation purposes the school year equals 194 days;
- (3) experience will be calculated at September 1 of each school year;
- (4) experience can be accumulated year to year;
- (5) effective for long term occasional assignments commencing after ratification;
- (6) example of experience calculation Appendix A.

- 8.07 (a) Effective September 1, 2003 Long Term Occasional Teachers shall be placed in the appropriate category for determination of salary grid placement according with a certification statement issued by QECO Programme 5.

Long Term Occasional Teachers who are presently rated for grid placement in accordance with a different QECO Programme shall not be adversely affected but may only advance to a higher category based on QECO Programme 5.

- (b) When a course or courses which result in a category change have been successfully completed before September 1, and when relevant documents are submitted to the Board on or before December 31, the salary adjustment shall be retroactive to September 1, or the start of the long term occasional assignment whichever is later. If the documents are not available for submission to the Board prior to December 31, the salary adjustment shall be retroactive to September 1, or the start of the long term occasional assignment, whichever is later, provided a copy of the Teacher's QECO application is sent to Human Resources prior to December 31.
- (c) When a course or courses have been successfully completed between September 1 and December 31, and when relevant documents are submitted to the Board on or before June 30, the salary adjustment shall be retroactive to January 1, or the start of the long term occasional assignment, whichever is later. If the documents are not available for submission to the Board prior to June 30, the salary adjustments shall be retroactive to January 1, or the start of the assignment whichever is later, provided a copy of the Teacher's QECO application is sent to Human Resources prior to June 30.

ARTICLE 9 - CONDITIONS OF WORK

- 9.01 The Employer agrees that the primary responsibility of the Occasional Teacher is to fulfill the teaching duties of the Teacher being replaced and further agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.
- 9.02 Each Occasional Teacher shall have reasonable and necessary access to classrooms, records, supplies and other equipment consistent with duties assigned.
- 9.03 (a) An Occasional Teacher hired to replace an absent Teacher, and properly qualified for the position, may not be replaced by another Occasional Teacher prior to return of the Teacher being replaced except in cases of mutual agreement or removal for disciplinary reasons or for incompetency.

- 9.03 (b) A Long Term Occasional Teacher who is employed in the same assignment for more than eleven (11) consecutive teaching days and whose assignment extends over a period which includes a professional activity day shall be paid for such day provided that the Occasional Teacher participates in the scheduled activities.
- 9.04 The Principal or Vice-Principal shall be the person responsible for engaging Occasional Teachers, and shall verify records for days worked.
- 9.05 The school shall provide the Occasional Teacher with any statement of policy concerning school discipline procedures, as well as any statement of classroom discipline and classroom procedures.
- 9.06 An Occasional Teacher shall be assigned the instructional and supervisory duties of the Teacher being replaced but shall not be assigned yard duty prior to the commencement of the class on the first morning of an assignment or prior to the commencement of the class on the first day if it is a half-day assignment.
- 9.07 An Occasional Teacher who is required by the Employer to travel between schools or other places of employment shall be paid for such travel in accordance with the Board policy/practice, if the Teacher the Occasional Teacher is replacing normally receives the allowance.
- 9.08 Each Occasional Teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.

ARTICLE 10 - JOB POSTING AND NOTICES

- 10.01 The Employer will post on their website, copies of all job postings for full-time and part-time positions within the bargaining unit, for a period of not less than five (5) days.
- 10.02 When an occasional teaching position, arising as a result of a leave of absence which will exceed eleven (11) consecutive instructional days, becomes available the Employer will post that position on its website for a period of not less than five (5) days.
- 10.03 Occasional Teachers on the list may apply for any teaching position posted by the Employer. The above vacancy notices shall be posted electronically on the Board's website. Occasional Teachers on the Occasional Teacher list shall be given preference for all positions outlined in 10.02.

ARTICLE 11- LEAVES OF ABSENCE

- 11.01 A Long Term Occasional Teacher shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances:
- a) attendant on and coincident with the death of a spouse, parent, child or stepchild, brother or sister, ward, mother-in-law or father-in-law; a maximum of five (5) consecutive working days. It is understood that spouse includes common-law and same-sex partners.
- b) attendant on and coincident with the death of a brother-in-law or sister-in-law, son-in-law or daughter-in-law, grandparent, grandchild or person in loco parentis; a maximum of three (3) consecutive working days.

- c)attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) working day.
- d)the serious illness of a spouse, a child or parent; up to a maximum of two (2) working days.
- e)an Occasional Teacher shall be entitled, without loss of pay or benefits, to be absent from duty due to quarantine, jury duty or subpoena to court in any proceeding to which the Teacher is not one of the persons found guilty. The obligation to maintain pay and benefits shall cease on the last day of the scheduled long-term assignment or the last day of the current school year whichever is earlier.
- f)attendant on and coincident with the observance by the long term Occasional Teacher of his/her religion to a maximum of five (5) days in a school year.

11.02A Long Term Occasional Teacher shall be entitled to one (1) day of personal leave for each ninety-seven (97) school days worked in the long term assignment for serious personal reasons. The Long Term Occasional Teacher shall make the request forty-eight (48) hours in advance, where practicable.

11.03 At the discretion of the Principal, an Occasional Teacher may be granted a special leave of absence without pay or benefits up to a maximum of two (2) days. While this time shall not count in any consideration of consecutive days or determination of sick leave credits, neither shall it be deemed an interruption of consecutive days.

11.04 On request in writing to the Administrator of Human Resources or designate, an Occasional Teacher may be granted a leave of absence up to one (1) year without pay.

ARTICLE 12 - UNION BUSINESS LEAVE

12.01 At the request of the Union, the Employer shall grant subject to the aggregate of forty (40) days paid release to the members of the Union in order to conduct Union business. The member shall be paid the rate the member would have earned that day if the member would have been teaching for the Employer. The Union shall reimburse the Employer for the full cost of leave.

12.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, benefits, and accumulation of sick leave and occasional teaching experience as if employed.

12.03 The president of the Union Local shall be paid in accordance with the salary grid, based on the experience and qualifications of the member, for each day of Union business.

ARTICLE 13 - PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave

13.01 a) A Long Term Occasional Teacher who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.

b) A Long Term Occasional Teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer one (1) week's written notice of her intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that she is able to resume her work.

c) A Long Term Occasional Teacher who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The Long Term Occasional Teacher giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

13.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a Long Term Occasional Teacher who adopts a child. It is understood that in cases of adoption, the Long Term Occasional Teacher may cease duty immediately when the child becomes available. The Long Term Occasional Teacher shall endeavour to give notice as soon as possible, but shall have given notice to adopt two (2) weeks prior to the commencement of the leave.

Parental Leave

13.03 a) Subject to the provisions of the Employment Standards Act, a Long Term Occasional Teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to a parental leave.

b) Parental leave must normally begin when the pregnancy leave ends, or within fifty-two (52)

weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. It is understood that in cases of adoption, the Long Term Occasional Teacher may have to cease duty immediately when the child becomes available. The Long Term Occasional Teacher shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of leave.

- c) Notwithstanding the above, a Long Term Occasional Teacher may request a lesser period of notice of return to duty.
- 13.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35) consecutive weeks, if a pregnancy leave was taken, and thirty-seven (37) consecutive weeks otherwise. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves, where applicable.
- 13.05 If, during a pregnancy but prior to the commencement of a pregnancy leave, a Long Term Occasional Teacher obtains a certificate declaring her unable to continue teaching due to illness, a Long Term Occasional Teacher may use sick leave, if available.
- 13.06 For the full period of any pregnancy or parental leave granted under this Article, the Employer agrees to continue to offer coverage for the benefit plans in which the Long Term Occasional Teacher was enrolled at the commencement of the leave, provided that payment of premiums is maintained by the Teacher, unless the Long Term Occasional Teacher requests otherwise in writing.
- 13.07 At the discretion of the Employer, pregnancy and parental leave may be granted to a Long Term Occasional Teacher who has been employed with the Board for less than thirteen (13) weeks.
- 13.08 Upon expiration of a leave granted under this Article, the Long Term Occasional Teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position. The Long Term Occasional Teacher shall endeavour to give the earliest possible notice of intent to return to duty, but must give notice to the Employer at least four (4) weeks prior to returning to duty.
- 13.09 An Employee may request an extension of parental leave. Such extensions shall be subject to the approval of the Administrator of Human Resources or designate. Such leave shall be considered to include any parental leave granted.
- 13.10 Subject to the just cause provisions of this agreement, the Employer may not terminate or layoff an Employee entitled to pregnancy or parental leave.
- 13.11 Part time Long Term Occasional Teachers shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 13.12 Nothing in this Article shall remove from an Employee any entitlement under the Employment Standards Act.

Spousal Leave

- 13.13 The spouse of a Long Term Occasional Teacher shall (where they are also an employee) of the Board by this Agreement shall be entitled to a spousal leave of two (2) days with pay and without loss of benefits, seniority, or experience, in any one school year, in addition to the day of birth of his/her spouse's child, to attend to the care for the child or family. In the case of adoption, these two (2) days shall be taken at the time of taking legal custody.

ARTICLE 14- GRIEVANCE ARBITRATION PROCEDURE PROCEDURE

- 14.01 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this Collective Agreement, including a dispute as to whether a matter is arbitrable.
- 14.02 The only parties to a grievance are the Employer and the Union.
- 14.03 Where reference is made to "days" it shall mean school days.
- 14.04 A grievance involving or relating to an Occasional Teacher individually or a group of Occasional Teachers in similar circumstances shall only be processed through the Union.
- 14.05 Every grievance claim shall be delivered, in writing, to the other party and shall contain;
- a) a description of the factual circumstances alleged to constitute a violation of this agreement;
 - b) a description of the specific provisions of the agreement allegedly violated;
 - c) an indication of relief sought;
 - d) the signature of a duly authorized official of the Union.
- 14.06 *Informal Stage*

Prior to submitting a formal grievance claim, an Occasional Teacher(s) are expected to have discussed the matter with the school Principal or other immediate supervisor within ten (10) days of the time when the Occasional Teacher(s) should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. An Occasional Teacher(s) shall have the right to have present a representative from the Union. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint. The right to have a representative from the Union present shall not unduly restrict the Employer to deal with emergent personnel matters.

- 14.07 *Step One*
- The Union may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Manager of Labour Relations, or designate, who may meet with the representative(s) of the Union and the grievor and shall answer the grievance, in writing, within ten (10) days after the receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Union may within ten (10) days of the receipt of the written reply of the Administrator of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the representative(s) of the Union and the grievor. The Employer's Grievance Committee shall respond to the Union, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to the Union, it may within ten (10) days of receiving the written

reply of the Employer, apply for arbitration.

- 14.08 Timelines as described in this Article are mandatory. However, they may be extended or waived by mutual agreement in writing.
- 14.09 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and therefore re-instated if mediation is unsuccessful.
- 14.10 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within timelines specified shall move the grievance to the next step.
- 14.11 Unless mutually agreed otherwise, i.e. the grievance procedure time-line extends past the last school day of the year, then the time-lines will be suspended until the fifth (5th) school day in the following year.
- 14.12 Following notification of the intention to process the grievance to arbitration, the parties to each Collective Agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.
- 14.13 Within a further ten (10) days, the nominees shall either select a mutually agreed chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.
- 14.14 The sole arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 14.15 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by his/her or its decision, add to, delete from, modify or otherwise amend the provisions of this Collective Agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 14.16 The cost of the sole arbitrator or the chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 14.17 Should the investigation or processing of a grievance require that an Occasional Teacher's(s') grievors and/or grievance officer of the Union be released from his/her duties, such release shall be granted with pay.
- 14.18 If required, Occasional Teachers' shall be employed to cover the absence of any Occasional Teacher(s) attending the arbitration hearing. In the event that the grievance is not upheld, the Union shall reimburse the Employer for the cost of the Occasional Teacher(s) required.
- 14.19 Documents, communications and records dealing with a grievance involving discipline shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Employer rescinds the action that led to the filing of the grievance.

ARTICLE 15 - ACCESS TO INFORMATION AND EVALUATIONS

Personnel Files

- 15.01 The personnel file pertaining to an Occasional Teacher shall be maintained in the Human Resources Department of the Employer. The file shall be available and open to the Occasional Teacher for inspection in the presence of an Employer's Human Resources Department Officer by appointment during the regular working hours of the department.
- 15.02 An Occasional Teacher shall be entitled, upon request, to copies without cost, of any materials contained in the Occasional Teacher's personnel file.
- 15.03 Where an Occasional Teacher authorizes, in writing, access to the Occasional Teacher's personnel file by another person acting on the Occasional Teacher's behalf, the Board shall provide such access by appointment, as well as copies of the material contained therein.
- 15.04 If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the Employer shall, where possible, within (15) days from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher, in writing, of its decision including reason for that decision. Where the Employer amends such information as per the above, the Employer shall at the request of the Occasional Teacher attempt to notify all persons who received a report based on inaccurate information.

Medical Information

- 15.05 Medical information received by the Employer respecting an Occasional Teacher will be accessible only to the Occasional Teacher, his/her authorized representative (with the written permission of the employee) or Employer officials requiring such information in the course of the performance of their duties.

Documents Respecting Performance or Conduct

- 15.06 Copies of any document related to the appraisal or the evaluation or respecting the performance, conduct or discipline of an Occasional Teacher shall be given to the Occasional Teacher. A copy shall also be placed in the personnel file.
- 15.07 Only Supervisory Officers, Principals and Vice-Principals, who are members of the College of Teachers, shall evaluate an Occasional Teacher's competence.

Signature Not Approval

- 15.08 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Adverse Material To Be Removed

- 15.09 Evaluations shall be removed from an Occasional Teacher's file after four (4) years of active employment and returned to the Occasional Teacher if the Occasional Teacher so requests.
- 15.10 An Occasional Teacher shall be entitled to due process with respect to the evaluation of his/her performance.

15.11 Disciplinary material shall be removed from a Teacher's personnel file after two (2) years of active employment and returned to the Occasional Teacher provided there has been no disciplinary action in the intervening period. Notwithstanding the foregoing, where the discipline involves proven incidents of physical interaction and/or harassment with a student, it shall be removed from the Occasional Teacher's personnel file after five (5) years of active employment and returned to the Occasional Teacher provided there has been no disciplinary action in the intervening period. No material removed from a Teacher's file shall be referred to or used against the Teacher in any way.

15.12 *Criminal Reference Checks*

- a) The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to regulation 521/01 of the Education Act or any other subsequent regulation or law dealing with the same matter are stored in a secure location and in a confidential manner. Access to such records and information shall be limited to the designated Board Employees, who are not members of the Local.
- b) The Board shall consult with the Local regarding any changes to the Board's operating procedures with respect to criminal reference checks and any changes the Board makes to the offence declaration form.
- c) The Board shall not release any information about a Teacher obtained pursuant to the Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

15.13 The Employer shall provide to the Union copies of any agenda and minutes of the previous public session prior to all Board meetings and Board committee meetings.

ARTICLE 16 – COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

16.01 The Employer shall provide each Occasional Teacher with a copy of the current Collective Agreement in force between the Employer and the Union at point of hire and upon ratification of a new Collective Agreement. Thereafter the Agreement shall be accessible to Occasional Teachers electronically.

- 16.02 The Employer shall provide an electronic copy of the current Collective Agreement to the Principal of each elementary school under the jurisdiction of the Employer.

ARTICLE 17 – MEDICAL PROCEDURES

- 17.01 Except for programs of general application throughout the system, an Occasional Teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedures. The administration of these procedures shall be by health services and/or other qualified personnel.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases.

ARTICLE 18 – SERVICES NOT REQUIRED

- 18.01 The Employer shall give a minimum of three (3) hours notice of cancellation of pre-arranged work assignment. Should a pre-arranged assignment be cancelled without such notice, the Employer shall pay the Occasional Teacher the pay they would have received for the assignment that day.
- 18.02 An Occasional Teacher called for a half day assignment, who reports, and who finds that his/her services are not required shall be paid a half day's pay for reporting to duty.
- 18.03 If the Occasional Teacher has been called in for a full-day assignment, he/she shall be paid a full day's pay for reporting for duty.
- 18.04 Long term occasional teaching assignments may be canceled by the Employer with five (5) days pay or upon five (5) days notice.

ARTICLE 19 – BENEFITS

- 19.01 At the signing of an agreement accepting a Long Term Occasional teaching assignment with a term of six (6) months or more, a Long Term Occasional Teacher may request, in writing, to be enrolled in the Board's Occasional Teachers' benefit package, subject to the requirements of the carrier, and such request shall be granted. Such benefits will be effective from the date of the commencement of the assignment. Benefits shall be provided in accordance with the carrier's requirements, and premiums shall be paid by the Occasional Teacher.

ARTICLE 20 – PAID SICK LEAVE

- 20.01 A Long Term Occasional Teacher shall earn credit for sick leave at the rate of one (1) day for every ten (10) consecutive days of teaching in the long term assignment. Such credits may be accumulated from one assignment to another within a school year but may not be carried forward from one school year to another. Accumulated sick leave days shall be carried forward to subsequent school years for a Long Term Occasional Teacher who continues in the same assignment. If a Long Term Occasional Teacher is appointed to the probationary or permanent staff of the Employer for the ensuing school year without an intervening break in employment, the Teacher shall carry forward as a credit any accumulated sick leave balance as of the preceding June 30th.
- 20.02 The sick leave credits accumulated by each Long Term Occasional Teacher shall be reduced by one (1) day for each day of absence due to illness or injury.

ARTICLE 21 – HEALTH AND SAFETY

- 21.01 The parties agreed that Occasional Teachers, Supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers under the Occupational Health and Safety Act which is administered by the Ontario Ministry of Labour.
- 21.02 No Occasional Teacher shall be discharged, penalized or disciplined for making a complaint relating to health and safety or for otherwise seeking to exercise his/her rights with regard to health and safety.

ARTICLE 22 – STRIKES AND LOCKOUTS

- 22.01 No Occasional Teacher shall be requested or required to perform the duties of any Employee of the Employer who is engaged in a lawful strike.

ARTICLE 23 – CORRESPONDENCE

- 23.01 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 24 – PROFESSIONAL ACTIVITY DAYS

- 24.01 The Employer shall provide information to the Union about the professional development activities provided by the Employer.
- 24.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 24.03 A Long Term Occasional Teacher who is employed in the same assignment for more than eleven (11) consecutive instructional days and whose

assignment extends over a period which includes a Professional Activity Day shall be paid for such day provided that the Occasional Teacher participated in the scheduled professional activities.

- 24.04 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Employer. Requests are to be made in writing to the Administrator of Human Resources or designate.
- 24.05 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay. Requests are to be made, in writing, to the Administrator of Human Resources or designate.

ARTICLE 25- ELECTRONIC SUPPORT SYSTEM

- 25.01 During the next 12 months the Board will be converting several administrative applications to an electronic format. For the purposes of this agreement, the Board agrees to notify the Union of these changes. The Union shall have electronic access to all documents relevant to the Collective Agreement from the Union office.

DATED AT BROCKVILLE, ONTARIO THIS _____ DAY OF MARCH, 2004

**ETFO
Upper Canada Occasional Teachers**

President

Chair

Vice President

Director of Education

ETFO Provincial Representative

APPENDIX A

Example of Experience Calculation for Initial Placement in Long Term Occasional Assignment

- (1) LTO Assignment 40 days = 40 days
 Daily Occasional 80 days = 40 days

Total = 80 days = 0.41 year

The above will result in no change to grid placement for that year.

(2) LTO Assignment 120 days = 120 days
Daily Occasional 46 days = 23 days
Total = 143 days = 0.74 year

The above will result in a change to grid placement for that year.

APPENDIX B

**LETTER OF UNDERSTANDING
BETWEEN**

Upper Canada District School Board

and

The Elementary Occasional Teachers' Federation of Ontario
representing

All Occasional Teachers Employed in the Elementary Panel of the Board 2003-2004 School Year

The parties agree to convene a committee for purposes of reviewing the occasional teacher list.