

**A COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD**

**AND**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
HAMILTON-WENTWORTH LOCAL**

**ELEMENTARY OCCASIONAL TEACHERS  
EMPLOYED BY THE BOARD**

Effective Date of Ratification (December 13, 2004) until August 31, 2004

12254(03)

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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.

## **ARTICLE 2 -- SCOPE AND RECOGNITION**

2.01 The employer being the Hamilton-Wentworth District School Board, (hereinafter referred to as “The Board”) recognizes the Elementary Teacher Federation of Ontario (hereinafter referred to as “the Federation”) as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel.

2.02 The Board recognizes The Hamilton-Wentworth Elementary Occasional Teacher Local as the official negotiating body for Occasional Teachers employed by the Board in its elementary panel.

2.03 The Federation will inform the Board from time to time of who is authorized to act on behalf of the Federation.

## **ARTICLE 3 – DEFINITIONS**

3.01 “Occasional Teacher” shall mean an “Occasional Teacher” as defined in the *Education Act*.

3.02 “Long Term Occasional Teacher” shall mean a teacher who is required to teach for a period of twelve (12) or more consecutive teaching days as a substitute for the same teacher.

3.03 “Short Term Occasional Teacher” shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.

3.04 “Occasional Teacher List” means a list of teachers who are members in good standing with the Ontario College of Teachers and who have been accepted by the Board to teach as Occasional Teachers in the elementary panel of the Board.

3.05 In addition to teachers in good standing with the Ontario College of Teachers, the Board may add an Occasional Teacher to the List where the Board has obtained approval of the Ontario College of Teachers.

3.06 “Board” shall mean the Hamilton-Wentworth District School Board and its predecessors.

3.07 “Elementary Teachers” shall mean the Elementary Teachers, other than Occasional Teachers, employed by the Board in its elementary panel in the regular day school program.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The Union recognizes that it is the exclusive right of the Board and its administration to manage and conduct the business of the Board and without restricting the generality of the foregoing, to hire, to lay-off, to suspend, to discipline employees and to direct the working forces of the Board, subject to the terms of this agreement.

4.02 The Board agrees that it will not exercise any of its rights in a manner inconsistent with the terms and provisions of this Collective Agreement.

4.03 The Board agrees to abide by the Education Act and the Ontario Human Rights Code.

## **ARTICLE 5 – UNION DUES AND ASSESSMENTS**

5.01 The Board agrees to deduct from each pay period Federation dues and local assessments from the wages of each Elementary Occasional Teacher.

5.02 The amount of Federation dues and local assessments to be deducted shall be determined by the Union. The Union shall provide, in writing, thirty (30) days notice to the Board of any change in the monthly deductions.

5.03 The amount of Local assessments to be deducted shall be determined by the Local. The Local shall provide, in writing, thirty (30) days notice to the Board of any change in the monthly deductions.

5.04 Federation dues deducted in accordance with Articles 5.01 and 5.02 shall be forwarded to the General Secretary of E.T.F.O. within thirty (30) days of the dues being deducted. Local assessments deducted in accordance with Articles 5.01 and 5.03 shall be forwarded to ETFO, Hamilton-Wentworth Elementary Occasional Teacher Local within thirty (30) days of the dues being deducted.

5.05 The Board shall provide to the Local, by October 1<sup>st</sup> of each year, a letter stating the total number of days of elementary occasional teaching for the previous school year.

5.06 The Federation dues payment shall be accompanied by a dues submission list showing the names, employee identification number, wages earned, and dues deducted.

5.07 The Federation and Local shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Federation and Local.

## **ARTICLE 6 – ACCESS TO PERSONNEL FILES**

6.01 The Board agrees to abide by the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **Personnel Files**

6.02 An Occasional Teacher shall have access to examine his/her personnel file on prior arrangement with the Human Resources Department.

6.03 An Occasional Teacher may request a copy of any material contained in such file.

6.04 The Occasional Teacher shall have the right to contest, in writing, the accuracy of such information and have the same recorded in the teacher's file.

6.05 Errors in the information will be corrected and, whenever necessary, the Board will notify all parties concerned in accordance with the *Municipal Freedom of Information and Protection of Privacy Act [Bill 49]*.

6.06 When an Occasional Teacher authorizes, in writing, access to her/his personnel file by another person acting on the Occasional Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized, in writing, and requested.

6.07 Upon request, an Occasional Teacher shall receive a copy of any material contained in such files.

6.08 An Occasional Teacher may submit to the Human Resources Department material to be placed in her/his personnel file.

6.09 Upon written request of the Occasional Teacher, a written warning or other disciplinary action may be removed from an Occasional Teacher's personnel file after two (2) years providing the personnel

record has been free from any written warning or other disciplinary action during the intervening period. Such request shall be submitted, in writing, to the Human Resources Officer.

6.10 Copies of Performance Appraisals shall be given to the Teacher within three (3) school days of a performance evaluation.

6.11 The Board shall keep any medical information in separate files accessible only by the appropriate Human Resources staff responsible for medical information and the Long Term Occasional Teacher.

6.12 Prior to the commencement of negotiations and upon written request, the Board shall provide the Union with the following information:

- (a) the current number of f.t.e. positions in the elementary panel for the current school year.
- (b) the total number of Elementary Occasional Teachers hired under probationary status during the current school year.

#### **ARTICLE 7 – COLLECTIVE AGREEMENT COPIES**

7.01 Within sixty (60) days following date of ratification of this agreement (exclusive of July and August) the Board agrees to deliver an electronic copy of the new agreement to the President of the Local for posting on the Occasional Teacher Web Site.

7.02 The Board shall provide a copy of the current Collective Agreement to the Principal of each elementary school under the jurisdiction of the Board.

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

7.04 The Executive of the Occasional Teachers Local may use Board courier services when distributing notices to the schools for the Occasional Teachers.

#### **ARTICLE 8 – OCCASIONAL TEACHER LIST**

8.01 The maximum number of Short Term Occasional Teachers shall be 25% of the number of Elementary Teachers employed by the Board as of September 1<sup>st</sup> of each school year, plus all Long Term Occasional Teachers.

8.02 Only those Occasional Teachers whose names have been approved by the Board to teach in the elementary panel shall be placed on the Occasional Teacher List and shall be called for Short and Long Term Occasional teaching assignments.

8.03 It is not the Board's intention to use uncertified persons to replace teachers. The Board will make every reasonable effort to replace a regular classroom teacher with a member of the Ontario College of Teachers drawn from those personnel who have been accepted by the Board to teach as Occasional Teachers in the elementary panel of the Board,

8.04 The Occasional Teacher List shall provide the following information for each Occasional Teacher: full name, telephone number, address, and subjects/division/grades that the Occasional Teacher is qualified to teach, those Occasional Teachers on long term assignments and the expected expiry date of said assignments and those Occasional Teachers on a leave of absence and the expected expiry date of said leave of absence.

8.05 Prior to being placed on the Occasional Teacher List an applicant must submit to the Board proof of certification and appropriate documentation required by the Board.

8.06 The Human Resources Department will have the appropriate reactivation form available in each school and on the Board's Human Resources Website on or about May 15<sup>th</sup> of each year.

8.07 The Board will supply the Local with an electronic version of employee names, addresses, phone numbers and qualifications data on a monthly basis.

8.08 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.

8.09 There shall be an onus on the Occasional Teacher to re-activate his or her name on the Occasional Teacher List each school year by June 30<sup>th</sup>. Occasional Teachers must re-activate by completing a form provided by the Human Resources Department and submitting a copy of their Certificate of Qualification for the current year. The Human Resources Department will have such form available in each school on or about May 15<sup>th</sup>.

8.10 The Board agrees to review annually the composition of the Occasional Teacher List to ensure that it contains only names of those Occasional Teachers actively seeking assignments. An Occasional Teacher is considered to be actively seeking teaching assignments when he/she has been paid for at least eleven (11) full teaching days in the previous school year.

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

- (i) he or she is removed for just cause;
- (ii) he or she requests, in writing, to have his or her name removed from the list;
- (iii) he or she has not been paid for at least eleven (11) full teaching days in the previous school year exclusive of a temporary absence from the list;
- (iv) he or she has failed to supply the Board with the appropriate information for inclusion on the list which is identified in Article 8.04;
- (v) he or she fails to notify the Human Resources Department by June 30<sup>th</sup> each year of his/her desire to remain on the list for the next school year;
- (vi) he or she accepts a probationary or permanent appointment with another Board.

8.12 When an Occasional Teacher replies to the reactivation notice sent out under Article 8.09, he/she will be given the opportunity to indicate interest in; (a) Long Term Occasional, and/or (b) full time and/or (c) part-time elementary teaching with the Board. Occasional Teachers who are added to the list will likewise be given the opportunity to indicate interest in such positions. The Board will advise all school Principals of those Occasional Teachers who have indicated an interest in such employment.

- 8.13
- (a) A Short Term Occasional Teacher who has been performing their duties satisfactorily, in the opinion of the Principal, shall remain in the assignment if it turns into a long term assignment providing the short-term Occasional Teacher is qualified for the assignment.
  - (b) When hiring for a Long Term Occasional assignment which is known in advance, the Principal shall interview a minimum of three (3) qualified applicants who have indicated an interest in long term occasional teaching pursuant to Article 8.12. It is understood that 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.
  - (c) If a Long Term Occasional Teacher accepts a probationary appointment by the Board and leaves the long term assignment prior to its completion, the Principal may interview in

accordance with 8.13 (b) above, if he/she so wishes. Otherwise, a qualified teacher shall be appointed to complete the long term assignment.

- (d) (i) Long term occasional positions that are known, in writing, at least four (4) weeks in advance shall be posted on the Hamilton-Wentworth Occasional Teacher website every two (2) weeks, for at least five (5) business days, except in July and August and during Board designated Holidays. Postings may be added by mutual consent.  
  
(ii) If a long term occasional assignment for September is known four (4) weeks prior to the end of the school year, it will be posted in June. If it becomes known after the last posting in June, it will be posted within two (2) weeks prior to the beginning of the next school year.
- (e) It is not the Board's intention to modify a long term occasional teaching assignment save and except for extenuating circumstances. The Board shall inform the Local of the reason for the modification in accordance with 10.03.

8.14 Should there be no qualified candidates from among the qualified applicants interviewed, the Board may seek a qualified applicant who shall be added to the Occasional Teacher List.

8.15 The Board shall create a priority file for probationary positions based on Principal recommendations. The Board, in consultation with the Local will review the Priority file and process annually.

#### **ARTICLE 9 – SALARY**

9.01 A Short Term Occasional Teacher who is employed by the Hamilton-Wentworth District School Board shall be paid:

January 1, 2003	\$168.50 per full day
January 1, 2004	\$170.00 per full day
August 31, 2004	\$175.00 per full day

The above rates include statutory holiday and vacation pay. This rate will be pro-rated for part-time assignments.

Retroactive payment shall be made by the Board to those individuals employed as an Occasional Teacher during the term of the agreement who are still employed by this Board as of the date of ratification.

The retroactive payment will be made by March 15, 2005

9.02 An Occasional Teacher shall be paid no later than the fifteenth (15) day of the month following the assigned teaching duties of the preceding month.

9.03 Category placement for salary purposes for a Long Term Occasional Teacher shall be based on the current Q.E.C.O. Programme.

9.04 A Long Term Occasional Teacher shall be paid in accordance with his/her qualifications and approved teaching experience in accordance with Article 9.08. The pay shall be based on the annual grid salary of the Hamilton-Wentworth Elementary Teachers' Local and shall be retroactive to the first day of the assignment. Retroactive payment shall be limited to the academic year in which the assignment commenced and to Long Term Occasional Teachers who are teaching in the assignment during the period to which the retroactive increase applies.

9.05 Notwithstanding the conditional nature of 9.04 above, in the event of a new Collective Agreement for Elementary Teachers which provides for retroactive pay increases, such retroactivity shall also be applied to the pay of those Long Term Occasional Teachers who are in an assignment on the date the parties ratify the Elementary Teachers' Collective Agreement or who were teaching a Long Term Occasional Contract during the period to which the retroactive increases apply. The teachers in a Long Term Occasional Contract shall apply, in writing, within sixty (60) days of settlement of the Elementary Teachers' Collective Agreement.

#### Grid Placement

- 9.06 (a) Each Long Term Occasional Teacher shall be paid at the rate appropriate to the Teacher's teaching experience per articles 9.06 (b) and 9.07 and the teacher's category classification per article 10.08 of the Elementary Teacher Collective Agreement.
- (b) Long Term Occasional Teachers shall be paid in Category A1 until such time as they provide proof of a higher category classification. The appropriate adjustments shall be made retroactive to the date on which the employment commenced providing the Occasional Teacher is in the assignment when the Board receives the documents. If the submission of the Rating Statement is likely to be delayed beyond the end of the assignment list above, and is beyond the control of the teacher, the teacher is required to notify the Human Resources Department, in writing, giving the reason for the delay. The Human Resources Department will notify the teacher as to whether the reason for the delay is acceptable to the Board.
- (c) Teachers with less than full-time assignment shall be paid pro rata based on their assignment percentage.

#### Increment

9.07 Allowance for an additional year of teaching experience on the salary grid for a Long Term Occasional Teacher shall be granted for each complement of ninety-seven (97) days of occasional teaching with the Board in one school year. Placement on the grid based on the number of years of approved teaching experience shall be determined as of September 1<sup>st</sup> of the school year.

9.08 The continuous employment of an Occasional Teacher in a single continuous assignment shall be deemed unbroken in the event of an emergency school closure, professional activity day or a recognized religious holy day.

- 9.09 (a) A Long Term Occasional Teacher who is scheduled to work when there is a professional activity day shall be paid for that day provided the Long Term Occasional Teacher participates in the scheduled professional activities.
- (b) The continuous employment of a Long Term Occasional Teacher shall be deemed unbroken in the event of an emergency school closure, statutory holiday, bereavement leave, paid sick leave, Professional Activity Day or Professional Development Day.

9.10 If an Occasional Teacher is assigned to substitute for a Continuing Education Teacher teaching an elementary remedial course at summer skill school, the Occasional Teacher shall be paid the prevailing rate of pay for such assignment.

### ARTICLE 10 – WORKING CONDITIONS

10.01 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.



10.02 The Principal shall arrange to provide space on a staff information bulletin board for posting of Occasional Teacher Notices, such space is to be located in a prominent location and clearly identifiable as “Occasional Teacher Notices”.

10.03 The Board shall endeavour to provide an Occasional Teacher on a long term assignment with five (5) days’ notice of termination of the assignment, but in any event the teacher shall be given at least **two** (2) days notice. If the teacher is not given two (2) days’ notice, the teacher shall be assigned to paid duties for the days.

10.04 The Board shall provide the following in-school information to Occasional Teachers:

- (i) an up-to-date class list
- (ii) a seating plan
- (iii) written information on school discipline procedures for students
- (iv) relevant health and/or safety information pertaining to the students in his/her care

The Board shall endeavour, wherever possible, to make available lesson plans and textbooks for the class in the case of short term occasional assignments.

#### **Lunch Period**

10.05 Each Occasional Teacher shall be entitled each day to an uninterrupted and continuous period of forty (40) minutes for lunch free from supervisory, teaching or other duties.

10.06 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfil the teaching duties of the Elementary teacher being replaced.

#### **Travel**

10.07 An Occasional Teacher replacing a teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.

When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period.

10.08 The Board shall reimburse, at the Board’s current rate per kilometer, each Occasional Teacher who is required to travel between two (2) or more schools or locations within the Board’s jurisdiction, on the same day if the teacher the Occasional Teacher is replacing normally receives the allowance.

10.09 Long Term Occasional Teachers whose students are required to undergo provincially mandated grade tests shall have access to available training to assist them in administering and preparing students for testing.

### **ARTICLE II – BENEFITS**

11.01 Effective first of the month following date of ratification a Long Term Occasional Teacher shall be paid an additional \$5.50 per day taught in lieu of benefits. The amount shall be paid on each pay period.

11.02 A Long Term Occasional Teacher hired for four (4) or more months may elect to be enrolled in the Board’s benefit plans for Elementary Teachers for Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance, provided:

- (i) the Board knows in advance that the assignment will be for four (4) or more months in duration,
- (ii) the teacher pays the full premium cost, in advance, and
- (iii) the teacher’s coverage shall be cancelled at the completion of the long term assignment.

Those Long Term Occasional Teachers who commence an assignment the first teaching day following the March Break will be eligible to be enrolled in the benefit plans.

## **ARTICLE 12 – SICK LEAVE**

- 12.01 (a) Long Term Occasional Teachers shall be entitled to two (2) days sick leave credits per teaching month or partial month to cover absence from work without loss of pay for reasons of personal illness. Where applicable the credit will be pro-rated to reflect the length of the assignment (i.e. half-time assignment equals one (1) day per month). Sick leave credits shall not be accumulative beyond June 30<sup>th</sup> of the school year except as in Article 12.04.
- (b) In the event that a Long Term Occasional Teacher is absent due to personal illness during a long term occasional teaching assignment in a given school year, sick leave credits subsequently earned in the school year may be applied retroactively to the period of illness.

12.02 To qualify for sick leave, a teacher who is absent from the teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board. If such period does not exceed five (5) consecutive working days, a certificate by the school Principal or other superior official of such teacher shall be accepted in lieu thereof.

12.03 If a Long Term Occasional Teacher is appointed during the month of September to the probationary or permanent staff of the Board then the employee shall carry forward as a credit any accumulated sick leave balance that the employee earned during the pervious school year.

12.04 If a Long Term Occasional Teacher continues in the same assignment in the following school year then the employee shall carry forward as a credit any accumulated sick leave balance as of the preceding June 30<sup>th</sup>.

## **ARTICLE 13 – SHORT TERM PAID LEAVE OF ABSENCES**

### **Bereavement Leave**

13.01 A Long Term Occasional Teacher shall be granted bereavement leave in accordance with the following:

- (a) For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the Occasional Teacher or the Occasional Teacher's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) working days. The absence on the day of death is not included in the calculation of the leave.
- (b) For absence occasioned by the death of other relatives of the Occasional Teacher or the Occasional Teacher's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) working days. The absence on the day of death is not included in the calculation of the leave.
- (c) For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending the funeral.
- (d) The Manager, Employee Relations may grant one (1) additional day.

Note: It is understood bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

#### **Attendance at Court or Tribunal**

13.02 A Long Term Occasional Teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he or she is not a party or one of the persons charged and shall be paid the applicable earnings under Article 9. It is understood that such payment by the Board shall only be made for the period of time the Occasional Teacher would have been otherwise employed on the occasional teaching assignment.

#### **Quarantine**

13.03 A Long Term Occasional Teacher shall be granted a leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon his or her duties.

#### **Parental Leave**

13.04 For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence without loss of salary or deduction of sick leave credit to a Long Term Occasional Teacher for a period not exceeding one day. This leave shall be granted on one of the following days: the day of birth, the day of hospital release or the first day of adoption.

#### **Holy Days**

13.05 Effective date of ratification a leave shall be granted with pay and without deduction of sick leave credits to a Long Term Occasional Teacher for recognized religious holy days.

#### **Special Leave and Personal Leave Days**

13.06 Effective date of ratification, a Long Term Occasional Teacher who has been in a continuous assignment for ninety-seven (97) school days shall be granted:

- (a) Special Leave - A teacher may be allowed a special leave(s) of absence for compassionate reasons, subject to the approval of the appropriate Superintendent of Education for a period of two (2) days after the first ninety-seven (97) days in any one assignment but in no case shall the special leave be greater than three (3) days in any one academic year. Such leave will be without loss of salary and will be deducted from the teacher's sick leave credit account.
- (b) Personal Leave - A teacher shall be granted a leave of absence for personal reasons up to a maximum of one (1) day after the first ninety-seven (97) days in any one assignment but in no case shall the leave be greater than two (2) days in any academic year. Such leave shall not abut a holiday. Such leave will be without loss of salary and will be deducted from the teacher's sick leave credit account.

### **ARTICLE 14 – PREGNANCY AND PARENTAL LEAVE**

- 14.01
- (a) An Occasional Teacher who provides the Board with written notice shall be entitled to a statutory pregnancy/parental leave as outlined in the *Ontario Employment Standards Act*.
  - (b) The Occasional Teacher shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
  - (c) The Teacher on leave will be responsible for completing a reactivation form in accordance with Article 8.09. The number of days required in accordance with Article 8.10 will be pro-rated based on the start/end date of the leave.

14.02 Upon the commencement of the leave the Occasional Teacher's name will remain on the active Occasional Teacher's List with a notation that the Occasional Teacher is on leave. When the leave expires, the notation of leave will be removed. All Occasional Teachers on statutory leave must re-activate their names according to Article 8.06, and if the leave is still in effect in September, the notation of leave will remain on the Occasional Teacher List until the leave expires.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

15.01 The Board and the Local agree that the designated grievance procedure as hereinafter set forth shall serve and constitute the means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of the Agreement, and the specifically designated grievance procedure shall be followed. Wherever the term "Grievance Procedure" is used, it shall be considered as including the arbitration procedure.

15.02 "Grievance" shall mean a difference arising from the interpretation, application, administration or alleged violation of the Agreement.

15.03 All time limits referred to in the grievance procedure herein contained shall be deemed to be exclusive of Saturday, Sunday, or the holidays set forth in regulations of the Ministry.

15.04 The parties to this Agreement agree to resolve grievances as quickly as possible. An Occasional Teacher with a grievance shall first discuss the matter with an official of the Board in an endeavour to resolve the grievance. An Occasional Teacher may have a representative of the Local accompany the Occasional Teacher to see the official of the Board. If the grievance is not satisfactorily resolved then the grievance procedure outlined below may be followed:

### **STEP NO. 1**

The grievance shall be presented, in writing, to the Human Resources Officer or designate within fifteen (15) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. The written grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, and shall be signed by the grievor and countersigned by the representative of the Local. The Human Resources Officer or designate shall inform the Local of the name of the official designated to hear the grievance at a meeting, no later than ten (10) days after receipt of the written grievance. A representative of the Local shall accompany the grievor to see the official designated to hear the grievance. The designated official shall give the grievor a written decision no later than ten (10) days after the aforementioned meeting. If the decision is not satisfactory to the grievor, then the next step must be taken within ten (10) days of the receipt of the written decision but not thereafter.

### **STEP NO. 2**

At this step the written grievance shall be presented to the Director or designate within the aforesaid ten (10) days of receipt of the written decision at Step No. 1, but not thereafter. A meeting will be held between the representative of the Local together with the grievor, and the Director or designate. The Director or designate shall give a written decision to the representative of the Local and the grievor within ten (10) days of such meeting. If the written decision is not satisfactory to the representative of the Local and the grievor, then the next step must be taken within ten (10) days of receipt of the written decision, but not thereafter.

### **STEP NO. 3**

In the event the grievance is **not** settled at Step No. 2, the Local may request arbitration of the grievance by giving notice, in writing, to the Board within ten (10) days of receipt of the written decision at Step No. 2, but not thereafter. If a request for arbitration is not given within such ten (10) day period, the decision at Step No. 2 shall be final and binding upon both parties to this Agreement, and upon any employee affected by it. The notice to arbitrate shall contain the name and address of the Local's nominee to the Board and shall also specify all of the outstanding issues of the written grievance to be dealt with by

the Board of Arbitration, and the remedy sought. The Local shall be bound by the same and shall be restricted at arbitration to the issues represented by the notice. The District School Board shall within ten (10) days advise the Local, in writing, of the names of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them appoint a third person who shall be chair. If the two appointees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour. The request to the Minister of Labour must be made within ten (10) days from the expiry of the date upon which the two appointees were to appoint a chair.

15.05 The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the chair shall govern.

15.06 The Board of Arbitration shall not be authorized to add, delete, modify or otherwise amend the provisions of the Agreement nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step No. 3 of Article 15.04 hereof.

15.07 Each party hereto shall bear its own costs of, and incidental to, such arbitration proceedings. The fees and charges of the chair to the Board of Arbitration shall be borne equally by the parties hereto. Either party shall have the right to require the attendance of the grievor at the Arbitration hearing.

15.08 The time limits and other procedural requirements of this grievance procedure are mandatory. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. If a respondent party fails to reply to a grievance within the designated time, the party having carriage of the grievance shall move to the next step of the grievance procedure within the time limits specified. The mandatory provisions of this grievance procedure may only be modified by the written agreement of the parties.

15.09 A settlement reached at any stage of the grievance procedure shall be final and binding upon both parties and the grievor.

#### **Local Policy Grievance or Board Grievance**

15.10 If a problem arises between the Board and the Local under this Agreement, before a grievance is submitted in writing, representatives of the Board and the Local shall first discuss the matter in an endeavour to resolve the problem. If the matter has not been satisfactorily resolved, a Local policy grievance or a Board grievance may be submitted to the Board or the Local, as the case may be, in writing, within fifteen (15) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the representatives of the Board and the Local shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Step No. 2 of Article 15.04. The Board or the Local, as the case may be, shall give its written decision within ten (10) days of such meeting. If the decision is unsatisfactory to the grieving party, the grievance shall be submitted to arbitration within ten (10) working days of the delivery of such written decision and the arbitration sections of the Agreement shall be followed. The provisions of this Article 15.10 shall not be used by the Local to submit a grievance in which the circumstances giving rise to the grievance and the remedy sought pertain solely to an individual teacher, which such teacher could have submitted on his or her own.

15.11 A leave of absence without loss of salary shall be granted to a grievor and a representative of the Local if they are required during hours, and are in a scheduled assignment, to meet with Board representatives at Step 1 and 2.

15.12 Where an Occasional Teacher has received a termination notice for just cause, the Occasional Teacher may file a grievance at Step 2 within fifteen (15) days of written notice of termination.

15.13 Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during

any stage of the grievance procedure. The agreement shall be made in writing and stipulate the person and timeline for grievance mediation.

15.14 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.

## **ARTICLE 16 – SERVICES NOT REQUIRED, LATE CALLS**

### **Occasional Teacher’s Services Not Required**

16.01 An Occasional Teacher who is called for a half-day assignment, who reports, and who finds that his or her services are not required shall be paid for a half-day’s pay for reporting for duty.

16.02 An Occasional Teacher who is called for a full-day assignment, who reports, and who finds that his or her services are not required shall be paid for a full-day’s pay for reporting for duty.

### **Late Calls**

16.03 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he or she arrives within two hours of receiving such late request.

### **Emergencies**

16.04 Where the Board authorizes the closing of a school during regular school hours, an Occasional Teacher will receive the appropriate salary for the balance of the scheduled assignment.

### **Cancellations**

16.05 Exclusive of school closures due to inclement weather, the Board shall give a minimum of three (3) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without three hours notice, the Board shall pay the Occasional Teacher for that assignment in accordance with Articles 16.01 and 16.02.

16.06 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.

## **ARTICLE 17 – MEDICAL PROCEDURES**

17.01 Although the Principal may seek the voluntary assistance of the staff, the Board shall not require any Occasional Teacher to administer medication, perform any medical/physical procedures, or examine pupils for communicable conditions or diseases.

## **ARTICLE 18 – STRIKES AND LOCKOUTS**

18.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Local agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.

## **ARTICLE 19 – UNION REPRESENTATION**

19.01 The Union shall notify the Board, in writing, of the names of persons elected to office in the Union and of persons authorized by the Union to represent Occasional Teachers in a particular [area/unit/workplace or combination of areas/units/workplaces] on behalf of the Union (Occasional Teacher Stewards).

## **ARTICLE 20 – LEAVE FOR UNION BUSINESS**

20.01 At the request of the Union, the Board shall grant up to the equivalent of one (1) F.T.E per school year paid release time to the Union to conduct Union Business. The Union shall reimburse the Board the cost to release the member of the Union.

20.02 If the Occasional Teacher Executive requests a leave for the President and/or other Officers of the Federation the Board shall grant such request provided that the leave shall be regularly scheduled in a manner acceptable to the Board.

20.03 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.

## **ARTICLE 21 – CORRESPONDENCE**

21.01 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Superintendent in charge of Elementary Occasional Teachers or designate, and from the President of the Union or designate.

## **ARTICLE 22 – EVALUATION**

22.01 Only Academic Supervisory Officers, Elementary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence.

22.02 The Board shall have a policy on, and procedures for evaluation. Any such policy shall be developed in consultation with the Local.

22.03 The signature of an Occasional Teacher on any report or evaluation respecting the performance of an 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.

## **ARTICLE 23 – DISCIPLINE AND DISCHARGE**

23.01 No Occasional Teacher shall be disciplined or discharged without just cause.

23.02 Each Occasional Teacher shall be provided, in writing, with a copy of all derogatory or disciplinary action that is placed in the employee's file. Such notice will be given to the Occasional Teacher within ten (10) working days of the discovery of the occurrence giving rise to the action. At the same time the Union will be notified by mail that the Occasional Teacher has been disciplined or has received a derogatory notation.

23.03 An Occasional Teacher shall

- (a) be given the opportunity to communicate with Union representatives prior to any meeting that is known to be for disciplinary purposes;
- (b) have the right to be accompanied by a representative of the Union at any meeting under (a) above that may be called by the Board.

## **ARTICLE 24 – OCCUPATIONAL HEALTH AND SAFETY**

24.01 In accordance with the Occupational Health and Safety Act the Board agrees to carry out its duties

and responsibilities to provide a safe and healthful workplace.

24.02 The Local may have one (1) representative on the Board's Joint Health and Safety Committee

#### **ARTICLE 25 – HARASSMENT**

25.01 The Board agrees to establish an anti-harassment policy in consultation with the Local.

#### **ARTICLE 26 – PROFESSIONAL ACTIVITY DAYS**

26.01 The Board shall provide information to the Local about the professional development activities provided by the Board.

26.02 Effective with the 2001-2002 school year the Board shall provide one-half (1/2) of a designated PA day for Occasional Teachers. An Occasional Teacher who attends the designated PA day shall be paid for the one-half (1/2) day.

26.03 An Occasional Teacher may, upon request and without pay, participate in Board in-service and a school based Professional Activity Day provided that space is available and the Superintendent approves the request.

26.04 The Union shall be entitled to a minimum of one (1) representative as a member of the Staff Development Advisory Committee.

#### **ARTICLE 27 - RELATIONSHIP**

27.01 The parties agree that there shall be no discrimination, interference, restriction or coercion with respect to any Occasional Teacher because of any activity or lack of activity in the Local.

27.02 The parties agree in accordance with the Ontario Human Rights Code, there shall be no discrimination by the Board or by the Union against any Occasional Teacher because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offences, marital status, family status, sexual orientation or handicap.

27.03 The Board and the Union shall participate in a Staff Relations Committee, comprised of up to four (4) representatives appointed by each party, which shall meet when mutually agreed upon to attempt to resolve matters arising during the term of this agreement.

#### **ARTICLE 28 – DURATION AND RENEWAL**

28.01 The Collective Agreement becomes effective on the date of ratification and shall 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*.

28.02 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.