

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

**BLUEWATER OCCASIONAL TEACHERS**

**AND**

**BLUEWATER DISTRICT SCHOOL BOARD**

**EFFECTIVE  
SEPTEMBER 1, 2000, TO AUGUST 31, 2002**

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## COLLECTIVE AGREEMENT

This Collective Agreement is made this 23<sup>rd</sup> Day of May, 2001,

Between

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
BLUEWATER OCCASIONAL TEACHERS

AND

BLUEWATER DISTRICT SCHOOL BOARD

### **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "The Agreement", which represents the entire negotiated Collective Agreement between the Parties, to set forth certain terms and conditions of employment including wages which govern the Occasional Teachers employed by the Board in its elementary schools.
- 1.02 To strive to maintain a harmonious relationship between the parties and to cooperate to the fullest extent to provide the best possible educational services.

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

- 2.01 The employer being the Bluewater District School Board (hereinafter referred to as "the Board") recognizes Elementary Teachers Federation of Ontario, (hereinafter referred to as "the Union",) as the bargaining agent for all occasional teachers employed by the Board in its elementary panel.
- 2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

### **ARTICLE 3 - DEFINITIONS**

- 3.01 "Board" shall mean the Board and its predecessors.
- 3.02 "Occasional Teacher" shall mean an "occasional teacher" as defined in the Education Act and is a member in good standing with the College of Teachers.
- 3.03 "Long Term Occasional Teacher" shall mean a teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same regular classroom teacher.
- 3.04 "Short Term Occasional Teacher" shall mean an occasional teacher who is required to teach less than ten (10) consecutive teaching days as a substitute for the same regular classroom teacher.

- 3.05 "Occasional Teacher List" means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as occasional teachers in the elementary panel.
- 3.06 "Elementary teachers" shall mean the elementary teachers, other than occasional teachers, employed by the Board in its elementary panel.

#### **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

- 4.01 Only supervisory officers and elementary principals and vice-principals shall evaluate a Member's competence. No member of the Union shall be required or requested to supervise a professional growth review. Long Term Occasional Teachers may request an evaluation consistent with Bluewater District School Board policies and procedures to be completed at the Principal's discretion.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes that it is the right of the Board to manage the operation and direct the workforce subject to the terms of this Agreement.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 During the term of this Agreement, the employer agrees to deduct regular Union dues, as certified in writing by the Union, from the wages of Union members.
  - 6.01.01 Adjustments in Union dues must be made in writing to the Superintendent of Business at least 30 days prior to the expected date of change.
- 6.02 In accordance with clause 6.01, dues are to be deducted and remitted to the Elementary Teachers' Federation of Ontario (1000-480 University Avenue, Toronto, Ontario M5G 1VA) and the local Union President respectively, not later than the 15th day of the month following the month such deductions were made.
- 6.03 The Union shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deducting or failure to deduct dues.
- 6.04 As a condition of employment, occasional teachers, assigned to the Occasional Teachers Assignment List, shall be members in good standing of the Union.
- 6.05 The Union, or an Occasional Teacher, engaging in Union business during working hours, or holding meetings at any time on the premises of the Board, shall have obtained prior permission from the Administrator of Employee Relations.

## **ARTICLE 7 - ACCESS TO INFORMATION**

- 7.01 The Board agrees to respect the freedom of information and protection of privacy legislation in regards to all information. A member shall be entitled upon request to review his/her personnel file at a reasonable prearranged time through the Human Resources Department.

## **ARTICLE 8 - COPIES OF THE COLLECTIVE AGREEMENT**

- 8.01 The Board shall provide each occasional teacher with a copy of the current collective agreement in force between the Board and the Union.
- 8.02 The Board shall provide a copy of the current collective agreement to the principal of each elementary school under the jurisdiction of the Board.

## **ARTICLE 9 - OCCASIONAL TEACHER LIST**

- 9.01 The Board will prepare a List of names of Occasional Teachers who have been accepted by the Board for teaching assignments.
- 9.01.01 It is agreed that no additional Occasional Teachers will be added to the Occasional Teacher List until the total number of Occasional Teachers on the List reaches below four hundred (400) FTE through attrition.
- 9.01.02 Additional names shall only be added to the Occasional Teacher List to satisfy an identified need for Occasional Teachers with specialized teaching qualifications. The Board shall consult with the Local President prior to such hiring.
- 9.01.03 All eligible occasional teachers must submit a completed "Reactivation Form" to the Board prior to the school year to be included on the Occasional Teachers' List for the next school year.
- 9.01.04 The Board shall mail to every member on the List the reactivation forms.
- 9.02 Occasional Teacher's list will include the teacher's name, address, telephone number, school area(s) preferences (minimum of 1 school area), qualified subject matter and/or division where the teacher is able to teach and any additional information as required.
- 9.03 To be officially accepted as an Occasional Teacher with the Board, a teacher must be approved by the Superintendent of Elementary Education or a

designate and have submitted the necessary documentation, such as:

- a) Current Ontario College of Teachers Certification
- b) Experience documentation
- c) Union membership requirements
- d) QECO 4 rating
- e) Payroll documentation
- f) Completed criminal records search form
- g) Children's Aid Society release of information form
- h) Any other documentation that might be required from time to time.

A reduced amount of documentation may be required of retired teachers.

9.03.01 The above documentation must be received by the Payroll Department within ten (10) calendar days from the date of the interview.

9.04 When an Occasional Teacher is proven to be unsatisfactory in a teaching assignment, the teacher's name shall be removed from the list with the approval of the Superintendent of Elementary Education in consultation with the Local President.

9.04.01 Upon request from the Local, a meeting will be held with the Superintendent of Elementary Education, Local President, and Member to review the circumstances related to 9.04.

9.04.02 When names of Occasional Teachers are removed from the Assignment List, the Local President and Member shall be so notified in writing. Reasons for removal will be provided in writing to the Teacher with a copy to the Local President, prior to removal.

9.05 Examples of reasons for removing occasional teachers names from the assignment list:

- a) Voluntary resignation
- b) Discharge with just cause (Long Term Occasional Assignment only)
- c) Unavailable or have not been employed by the Board for more than a ten (10) month period. Unavailable is defined as having declined an offered assignment for which the occasional teacher is qualified more than three (3) times in a month.

9.05.01 Occasional teachers are to inform the principals in their designated work area of any unavailability time.

## **ARTICLE 10 - PROBATIONARY EMPLOYEES**

10.01 An occasional teacher shall serve as a probationary occasional teacher for a total of twenty-five (25) work days with Bluewater District School Board. This will

not apply to retired teachers formerly employed by the Board, whose qualifications and experience are essential to the assignment. The local president will be informed of the reasons for the placement.

## **ARTICLE 11 - JOB POSTING**

11.01 All long term occasional teaching positions shall be posted in every school at least three (3) teaching days prior to the closing date for applications. At the same time a copy of each posting shall be forwarded to the President of the Local, posted on the telephone "hot line" and BBS operated by the Board.

11.02 Long term positions shall be filled by certified teachers who have completed the probationary period of twenty-five (25) teaching days.

## **ARTICLE 12 - SALARY**

12.01 Effective September 1, 1999, the Board shall pay rates of remuneration in accordance with the following:

### **12.01.01 Short Term Occasional Teacher**

A short term occasional teacher, certified to teach in elementary schools in Ontario, shall be paid a per diem rate of 1/194 of the minimum salary of his/her category placement on the grid set forth in the Board's most recent collective agreement for elementary teachers.

### **12.01.02 Long Term Occasional Teacher**

A long term occasional teacher shall be paid on the Board's salary grid for elementary teachers in accordance with the recognized teaching experience and category placement effective after ten (10) consecutive days of teaching retroactive to the first (1st) day that the assignment began.

12.02 In the event a new collective agreement for elementary teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for occasional teachers. Occasional teachers who were on the list and who received salary during the period for which any such retroactivity applies shall receive retroactive pay.

12.03 An Occasional Teacher having been placed on a long term work assignment involving a Professional Development day shall attend the Professional Development day. However, it is understood that the Professional Development day must fall between work assignment days in order to qualify for any remuneration.

12.03.01 An occasional teacher who has been placed on a prearranged work assignment and who arrives for work without having received prior notice of

cancellation at least two hours prior to work, shall be paid one half (1/2) a day's pay. If alternate work to replace the original work assignment has been offered to the occasional teacher and the occasional teacher refuses to accept such alternate work, the occasional teacher forfeits the half (1/2) day's pay mentioned above.

12.03.02 When it appears that inclement weather may close down the school, the Short Term Occasional Teacher on a work assignment should verify the work assignment, if any, for that day.

12.04 Daily rates of pay referred to in clauses 12.01.01 and 12.01.02, include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

12.05 It shall be the responsibility of the Occasional Teacher to provide the Board with a Certification Rating Statement (QECO) prior to the first day of employment. If the Occasional Teacher fails to provide the Board with the Rating Statement prior to the first day of employment, Clause

12.01.01 will apply until such Rating Statement is provided at which time pay will be adjusted retroactively to the first of the month that the Rating Statement is received.

12.06 Any claim of teaching experience must have support documentation prior to approval and for every twenty (20) teaching days, will be credited with .1 of a school year. Pay will be adjusted retroactively to the first of the month that documentation is received.

12.06.01 An Occasional Teacher's short term work assignments as of September 1, 1988 shall accumulate towards credited teaching experience. Such credited teaching experience will apply to grid experience when the occasional teacher is placed on a long term work assignment.

12.06.02 Teaching experience for the school year will be determined on September 1.

12.07 Remuneration for the short term occasional teacher shall be based on the needs of the school, calculated to the nearest tenth of a day. No less than 0.4 of a day shall be paid. Assignments of less than 0.5 are at the members discretion and not counted as a refusal.

12.08 The timetable for a Long Term Occasional Teacher shall be the same as the timetable for the contractual teacher whom the occasional teacher is replacing.

12.09 An occasional teacher's work assignment shall not be greater than that of a regular teaching assignment unless mutually agreed to by the Occasional Teacher and the Principal.

12.09.01 An Occasional Teacher shall not be expected to do supervisory duties before



his or her teaching assignment begins on the first day of his or her assignment.

12.10 Occasional teachers shall be paid bi-weekly.

### **ARTICLE 13 - EMPLOYEE BENEFITS**

13.01 Occasional Teachers, who were employed as Long Term Occasional Teachers in the previous year, will be eligible to participate in the Group Life Insurance Plan.

13.02 The premium costs will be paid 80% by the Board.

### **ARTICLE 14 - WORKING CONDITIONS**

14.01 The Board will endeavor to provide a school handbook for the occasional teacher and other support and orientation, as necessary.

14.02 The timetable for an occasional teacher shall be the same as the timetable of the teacher who is being replaced.

### **ARTICLE 15 - LEAVES**

#### **15.01 Sick Leave**

15.01.01 A Long Term Occasional Teacher in a work assignment shall be entitled to accumulate one sick day per ten (10) days worked during the current school year, to be used for illness that may occur during a long term work assignment.

15.01.02 Sick days accumulated and not used in the current school year are transferable to a subsequent school year to a maximum of seventeen (17) days.

#### **15.02 Compassionate Leave**

15.02.01 An occasional teacher, working on a long term work assignment, excused by the Principal to make arrangements for and/or attend the funeral of a member of the immediate family (parent, sibling, child, spouse, immediate in-laws), will be compensated for the time lost from the work assignment up to a maximum of three (3) days for each such occurrence.

For this purpose:

- a) "parent" shall include a person who is in the position of a parent to the Member;
- b) "child" shall include a person to whom the Member stands in the

position of a parent:

- c) "spouse" shall include a common-law or same sex partner with whom the Member resides.

15.02.02 An occasional teacher, working on a long term work assignment, excused by the Principal to attend the funeral of a grandparent, immediate in-law, or grandchild, will be compensated for the time lost from the work assignment of one (1) day for each such occurrence.

15.02.03 An additional leave of absence with or without pay may be granted by the Director of Education or designate.

### 15.03 **Pregnancy/Parental/Adoption Leave**

15.03.01 Pregnancy/Parental/Adoption Leaves will be in accordance with the current Employment Standards Act (Pregnancy and Parental Leave) at the time of application.

15.03.02 A long term occasional teacher's request for pregnancy/parental/adoption leave must be in writing to the long term occasional teacher's principal and forwarded to the Superintendent of Elementary Education at least two (2) weeks before the date the leave is to begin, or two (2) weeks after the long term occasional teacher stops working due to circumstances where the child comes into custody, care, or control of the parent for the first time sooner than expected. The written request should state the date the leave is to begin and expire.

15.03.03 Upon request by the Superintendent of Elementary Education, a medical certificate stating the expected birth date shall be supplied by the long term occasional teacher.

15.03.04 A long term occasional teacher intending to adopt a child should give the Director of Education, through the principal, notice, where possible, of the intent to adopt, so that when the child becomes available the long term occasional teacher may cease duty immediately.

15.03.05 The long term occasional teacher shall continue to accrue seniority during pregnancy/parental/adoption leaves.

15.03.06 A long term occasional teacher who has given notice to the Board of the long term occasional teacher's intention of beginning or ending pregnancy/parental/adoption leaves may revise those time limits, providing the request is in writing to the Director of Education or designate at least two (2) weeks before the original date the leave was to begin, and at least four (4) weeks before the original date the leave was to end.

### 15.04 **Personal Leave**

15.04.01 A Long Term Occasional Teacher who is scheduled to work and who has

received prior approval by the Director of Education, or designate, may be absent from work for one (1) day, without loss of pay, but charged to sick leave credits, if any, for the purpose of attending the Graduation Ceremony of the occasional teacher.

15.04.02 A Long Term Occasional Teacher who is scheduled to work and who is absent from work by reason of a summons to serve as a juror, or a subpoena, as a witness in any proceeding to which the occasional teacher is not a party, shall be paid the difference between the normal earnings and the payment received as a juror or as a witness.

15.04.03 Payment will be made, provided that the occasional teacher's work assignment continues for the same replaced teacher as stated in 15.04.02.

15.04.04 An additional leave of absence with or without pay may be granted by the Director of Education or designate.

#### 15.05 **Union Business Leave**

15.05.01 At the request of the Union, the Board shall grant release time or paid time to member(s) of the Union in order to conduct formal negotiations.

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

#### 15.06 **Unavailability Leave of Absence**

15.06.01 Occasional teachers may request in writing a leave of absence for a period of up to one (1) year on a school year basis. Duration of leave period will not exceed two (2) school years.

15.06.02 The occasional teacher's name shall be returned to the Occasional Teachers' List at the end of the leave unless requested otherwise.

15.06.03 The occasional teacher shall continue to maintain seniority with the Board.

### **ARTICLE 16 - GRIEVANCE PROCEDURE**

16.01 A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, of any relevant legislation, or of an existing practice, including any question as to whether the matter is arbitrable.

16.01.01 A "party" shall be defined as the Union or the Board.

16.01.02 "Days" shall mean school days unless otherwise indicated.

16.02 A Member shall have the right to have a representative present from the Union to assist the Member at any stage of this Grievance and Arbitration procedure.

16.03 **Grievance Procedure - Individual**

16.03.01 **Complaint Stage**

A Member may initiate a complaint in writing with the immediate supervisor (the Principal in the case of all Members assigned to schools) who shall answer the complaint in writing within five (5) days after receipt of the complaint. A copy of any such complaint and proposed remedy must also be forwarded to the Local President or Designate and Administrator of Employee Relations. Any resolution of a complaint must receive the approval of the Local.

16.03.02 **Step 1**

If the reply of the immediate supervisor of the grievor under the Complaint Stage is not acceptable to the Member, or where the Local sees the need to initiate a grievance on behalf of one or more of its Members, the Local assumes ownership of the matter and may initiate a formal grievance proceeding. The first stage shall be to submit a written grievance with the Human Resources Department, who shall answer the grievance in writing within five (5) days after receipt of the grievance. The Local may agree to extend the timeline for this step up to five (5) days. Any extension shall be recorded, signed and dated by the Human Resources Department and the Union.

The grievance shall contain:

- a) A description of how the alleged dispute is a violation of the Agreement; and
- b) The clauses in the Collective Agreement alleged to be violated; and
- c) The relief sought (remedy); and
- d) The signature of the duly authorized official of the Bargaining Unit.

16.03.03 **Step 2**

If no settlement is reached, the grievance shall be submitted in writing to the Director of Education to arrange a meeting with the Director and Labour Relations Committee of the Board. Such a meeting shall be scheduled for the next regular Board meeting date. The Director shall answer the grievance, in writing, within five (5) days of the meeting.

16.03.04 **Step 3**

If the reply of the Director and Labour Relations Committee is unacceptable to the Union, the Union may then submit the grievance to arbitration within twenty (20) days of receipt of the reply.

16.04 **Grievance Procedure - Policy & Group**

In the case of all grievances by a party, (including policy grievances, those on behalf of a group of Members, retired Members or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

The grievance shall contain:

- a) A description of how the alleged dispute is a violation of the collective agreement; and
- b) The clauses in the Collective Agreement alleged to be violated; and
- c) The relief sought (remedy); and
- d) The signature of the duly authorized official of the Party initiating the grievance.

16.04.01 **Step 1**

The Party initiating the grievance shall submit the written grievance to the Human Resources Department or President of the Local, as the case may be, who shall answer in writing within five (5) days. The Board may proceed directly to Step 3 if not satisfied.

16.04.02 **Step 2**

Failing settlement at Step 1, a Union grievance shall be submitted, in writing, to the Director of Education for a meeting with the Director and Labour Relations Committee of the Board. Such a meeting shall be scheduled for the next regular Board meeting date. The Director shall answer the grievance, in writing, within five (5) days of the meeting.

16.04.03 **Step 3**

If the grieving party is not satisfied with the response of the other party, the grieving party may submit the grievance to arbitration within twenty (20) days of receipt of the reply.

16.05 Where the Board fails to meet any of the timelines identified in 16.03.01, 16.03.02, 16.03.03, 16.03.04, 16.04.01 16.04.02 and 16.04.03 the grievance shall advance automatically to the next stage, or may be extended if mutually agreed upon.

16.06 **Grievance Mediation**

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the timeframe in which a resolution is to be reached.

16.06.01 The timelines outlined in the grievance procedure shall be frozen at the time that the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating

that the grievance mediation is terminated, the timelines in the grievance shall continue from the point at which they were frozen.

#### 16.07 **Arbitration**

The party submitting the grievance to arbitration shall notify the other party in writing of its intent. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single arbitrator, or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair person within five (5) days, the appointment shall be made by the Minister of Labour upon request by either party.

16.07.01 When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

16.07.02 When both Parties agree, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within ten (10) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.

16.07.03 An arbitrator shall give a decision with thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded.

16.07.04 An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act.

16.07.05 The Arbitrator or Arbitration Board, as the case may be, shall not by their or its decision, add to, delete from, modify or otherwise amend the provisions of this Agreement.

16.07.06 Time restrictions within Article 16.07 may be extended if mutually agreed upon in writing.

#### 16.08 **Cost of Arbitration**

The Fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

16.09 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedures in this Agreement.

16.10 Should the investigation or processing of a grievance require that an involved Member or Union representative be released from regular duties, the Member shall be released without loss of salary or benefits. Where a Member is required to travel to such a meeting, the meeting shall be scheduled within the school day.

### **ARTICLE 17 - STRIKES AND LOCKOUTS**

17.01 Both parties agree that there shall be no strike by or lockout of occasional teachers during the term of this Agreement. Strike and lockout shall be as defined in the Ontario Labour Relations Act.

### **ARTICLE 18 - UNION REPRESENTATION**

18.01 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 on behalf of the Union.

18.02 The Board shall provide to the Union bulletin board space in each elementary school for the posting of notices which may be of interest to occasional teachers.

18.03 The Board shall provide occasional teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program.

### **ARTICLE 19 - TERM OF AGREEMENT**

19.01 This Agreement shall be for a term of two years commencing on the first (1<sup>st</sup>) day of September 2000 and ending on the thirty-first (31<sup>st</sup>) day of August 2002, and shall continue from year to year thereafter unless either party gives notice in writing within one hundred and eighty (180) days prior to the expiry date hereof of that Party's intention to renew the Agreement with or without modification, or to make a new Agreement.

19.02 During the term of this Agreement, amendments to any of the Articles herein, together with date of implementation, shall be made in writing and only by mutual consent of the parties.







## LETTER OF AGREEMENT

### RE: Policy Review, Hiring and Evaluation

The parties agree that the Elementary Occasional Teachers' bargaining unit will be included in the review of Board Policies afforded the Elementary Teachers in the 2000-2001 collective agreement with elementary teachers (page 32). The Union will be consulted in the development of the occasional teacher hiring and evaluation process.

Dated this                      Day of    , 2001.

**Elementary Teachers' Federation of  
Ontario-Bluewater Occasional  
Teachers**

**Bluewater District School Board**

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