

PEEL ELEMENTARY  
OCCASIONAL TEACHERS' COLLECTIVE AGREEMENT

BETWEEN:

PEEL DISTRICT SCHOOL BOARD  
(hereinafter called "The Board")

- and -

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(hereinafter called "The Union")

September 1, 2004 to August 31, 2008

## TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 - DEFINITIONS	5
ARTICLE 4 - MANAGEMENT RIGHTS	7
ARTICLE 5 - UNION SECURITY AND DUES CHECK-OFF	9
ARTICLE 6 - NO STRIKES OR LOCKOUTS	10
ARTICLE 7 - GRIEVANCE PROCEDURE	11
ARTICLE 8 - OCCASIONAL TEACHER LIST	16
ARTICLE 9 - LIAISON COMMITTEE	20
ARTICLE 10 - BENEFIT PLAN	21
ARTICLE 11 - SICK LEAVE	22
ARTICLE 12 - LEAVES OF ABSENCE	23
ARTICLE 13 - RATES OF PAY	25
ARTICLE 14 - REPORTING PAY	27
ARTICLE 15 - MISCELLANEOUS	28
ARTICLE 16 - NO DISCRIMINATION	30
ARTICLE 17 - HEALTH AND SAFETY	31
ARTICLE 18 - EFFECTIVE PERIOD AND RENEWAL	32
LETTER OF INTENT - RE: LIAISON COMMITTEE	
LETTER OF INTENT - RE: COMPUTER DISPATCH SYSTEM	
LETTER OF INTENT - RE: GOVERNMENT SALARY RE-OPENER	
LETTER OF INTENT - RE: PROFESSIONAL DEVELOPMENT FUND	
LETTER OF INTENT - RE: ELECTRONIC JOB POSTINGS	

ARTICLE 1 - PURPOSE

- 1.01 It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Union, including its Local, and to provide for the prompt and equitable disposition of grievances.

ARTICLE 2 - RECOGNITION

- 2.01 This Agreement shall apply to the bargaining unit composed of every Part X.I teacher who is an Occasional Teacher and who is on the Board's roster of Occasional Teachers who may be assigned to an elementary school (as defined in Section 277.3(1) para. 2 of the Education Act, as amended by Bill 160, S.O. 1997, c. 31).
- 2.02 The Board recognizes the Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent for all Occasional Teachers in the bargaining unit described in Article 2.01.
- 2.03 Any Part X.I teacher who is employed by the Board on a part-time basis in the bargaining unit defined in Section 277.3(1), para. 1 of the Education Act, and who is accepted by the Board for additional employment as an Occasional Teacher in its elementary panel, is part of the bargaining unit defined in 2.01 above and shall be covered by this Agreement in respect of such occasional teaching employment.

Representation

- 2.04 The Union shall notify the Board as to the members of its Negotiating Committee, Liaison Committee, Grievance Committee, and Local Executive, and the Board shall not be required to recognize any person as such a Committee or Executive member until so notified.
- 2.05 The Board shall notify the Union regarding the identity of the persons on its Negotiations Committee, Liaison Committee, and Grievance Committee and the Union shall not be required to recognize any person in this capacity until it has been so notified.

ARTICLE 2 – RECOGNITION (Continued)

- 2.06 The members of the Union's Negotiating Committee, Local's Liaison Committee, Grievance Committee or Local Executive shall not leave their regular duties as an Occasional Teacher without first obtaining the permission of the Occasional Teacher's principal or designate. Permission for such leave shall not be unreasonably withheld. It is understood that the Committee members will not absent themselves from their regular duties unreasonably. The Board shall not be obligated to pay a Committee member in respect of such absences, but shall pay the replacement for any such Committee member where it determines that a replacement is necessary in respect of any such absences.
- 2.07 Both the Board and the Union have the right to authorize any advisor, agent, counsel or solicitor, or their duly appointed representatives, to assist, advise or represent them in all matters pertaining to this Collective Agreement.
- 2.08 An Occasional Teacher is entitled, upon request, to have a representative of the Union present when any formal disciplinary actions are undertaken.
- 2.09 The Local shall appoint one of its members as a delegate to the Instructional Programs/Curriculum Committee of the Board. Such a delegate shall have the right to:
- a) receive all material published for general distribution which will be made available to the Instructional Programs/Curriculum Committee;
  - b) make comment about matters relevant to Elementary Occasional Teachers; and
  - c) ask questions which might arise from briefs, reports and delegations coming before the Instructional Programs/Curriculum Committee.

ARTICLE 2 – RECOGNITION (Continued)

2.10 Correspondence

All correspondence between the parties arising out of this Agreement shall pass to and from the Director of Human Resources Support Services or designate, and to and from the President of the Local or designate.

2.11 The Local shall make all requests for data related to negotiations through the Director of Human Resources Support Services or designate.

2.12 Amendments to this Agreement shall be made only by mutual agreement in writing of the Board and the Union, after ratification by the Union and the Board.

### ARTICLE 3 - DEFINITIONS

- 3.01 "Occasional Teacher" means an "Occasional Teacher" as defined in the Education Act, Definitions, S.1 (1.1), as amended from time to time, and is a member in good standing of the Ontario College of Teachers and who is in the bargaining unit covered by this Agreement.
- 3.02 "Unqualified Occasional Instructor" shall mean a person who is not a teacher within the meaning of the Education Act, but has been approved by the Board to instruct students on an occasional basis when Occasional Teachers are not available, and who is included on the Unqualified Occasional Instructor List. This classification shall not include any person acting in the capacity of School Monitor. The Board shall decide who is to be included on the Unqualified Instructor List, and who is to be employed as a School Monitor.
- 3.03 "Short Term Occasional Teacher" means any Elementary Occasional Teacher who is not a "Long Term Occasional Teacher".
- 3.04 a) Subject to Article 3.04 b), "Long Term Occasional Teacher" means an Elementary Occasional Teacher with whom the Board has entered into a "Long Term Occasional Teacher Agreement" and who is required to teach for a period of more than twelve (12) consecutive instructional days as a replacement for the same absent teacher under a permanent or probationary contract. "Long Term Occasional Teacher assignment" shall have a like meaning.
- b) i) The twelve (12) consecutive days referred to in Article 3.04 a) are deemed to be broken when an absence is initiated by the Occasional Teacher or when the assignment is completed.
- ii) Notwithstanding Article 3.04 b) i), the twelve (12) consecutive days referred to in Article 3.04 a) shall not be broken when an Occasional Teacher is absent as a result of a death of an immediate family member as determined in Article 12.01 a) or b) or an absence due to inclement weather as determined by the Board's procedures or an absence due to Union Leave in accordance with Article 2.06.

ARTICLE 3 – DEFINITIONS (Continued)

- 3.05 "Days" means instructional days, unless otherwise specifically provided. "Instructional days" shall be those designated each school year by the Board and do not include professional activity days or school holidays, but shall include part of a day in cases where an Occasional Teacher is called in and completes an assignment which is less than a full day.
- 3.06 "Local" means the Peel Elementary Occasional Teachers' Local of the Elementary Teachers' Federation of Ontario.
- 3.07 "Union" means the bargaining agent defined in Article 2.02.
- 3.08 "Occasional Teacher List" means a list of all Occasional Teachers in the bargaining unit who are qualified and who have been accepted by the Board to teach as Occasional Teachers in the Board's elementary panel. A separate list shall be maintained of all Unqualified Occasional Instructors who have been hired to instruct on a Short Term Occasional basis, and such individuals shall not be eligible for Long Term Occasional assignments.
- 3.09 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.



#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its Administration.
- 4.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any Occasional Teacher to lodge a grievance under the grievance procedures herein provided for, the Occasional Teachers and the Union recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign, or layoff;
  - b) suspend with or without pay, remove an Occasional Teacher from the Occasional Teacher List, discharge or otherwise discipline a non-probationary Occasional Teacher for just cause; and suspend with or without pay, remove from the Occasional Teacher List, discharge or otherwise discipline a probationary Occasional Teacher for any reason at the sole discretion of the Board;
  - c) plan and direct the nature and quality of teaching programs, the number of teachers to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of teaching and instruction, and such other duties and responsibilities of the Board as are outlined in the statutes and regulations pertaining to education in the Province of Ontario; and
  - d) to make, enforce, and alter from time to time, rules, regulations and policies governing Occasional Teachers which do not conflict with any provisions of this Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS (Continued)

4.03 The Board agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement or governing statutes, and the express provisions of this Agreement and any governing statutes constitute the only limitations upon the Board's rights.

4.04 Probationary Period

Occasional Teachers shall serve a probationary period of forty (40) days taught, within the bargaining unit within a one (1) year period. During the probationary period, an Occasional Teacher shall be assigned to two (2) schools as determined by the Board. Normally, within the first fifteen (15) days taught during the probationary period an evaluation shall occur at one of the schools as designated by the Board. Upon the successful conclusion of the first evaluation the Occasional Teacher shall be eligible to accept assignments throughout the system. The Board shall affirm the position of the Occasional Teacher as non-probationary at the end of the forty (40) days taught within the bargaining unit within a one (1) year period, should the probationary period be successful.

ARTICLE 5 - UNION SECURITY AND DUES CHECK-OFF

- 5.01 During the term of this Agreement the Board agrees to deduct, from each pay cheque of each Occasional Teacher, the regular monthly fees, and dues as certified by the Union to be currently in effect according to the constitution and by-laws of the Union. The Union shall notify the Board in writing, no later than August 31st for the following October 1st as to the amount of dues or fees currently in effect according to its constitution and by-laws.
- 5.02 The amount deducted in accordance with Article 5.01, shall be remitted to the General Secretary of the Union, no later than the 15th day following the month in which the deductions were made. Such remittance shall be accompanied with a list, identifying the Occasional Teachers, and the Employee Number of each Occasional Teacher who has authorized the Board to release such information to the Union.
- 5.03 During the term of this Agreement the Board agrees to deduct, from each pay cheque of each Occasional Teacher, the Local levy as certified by the Local to be currently in effect according to the constitution and by-laws of the Local. The Local shall notify the Board in writing, no later than June 30th for the following September as to the amount of the levy currently in effect according to its constitution and by-laws.
- 5.04 The Union shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 The Board agrees that there shall be no lockout of Elementary Occasional Teachers and the Union agrees that there shall be no strike so long as this Agreement continues to operate. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act, as amended from time to time.
- 6.02 No Occasional Teacher shall be expected to perform duties carried out by Non-Teacher employees of the Board should such employees be involved in strike action against the Board.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### 7.01 Definitions

The following definitions shall apply in this Article:

- a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any questions as to whether a matter is arbitrable.
- b) A "party" shall be defined as:
  - i) the Union, represented by the Local and
  - ii) the Board.
- c) A "supervisor" shall mean Principal or Academic Superintendent, whichever is the immediate supervisor of the complainant.

### 7.02 Informal Stage

If an Occasional Teacher is unable to resolve a complaint informally, the Occasional Teacher may, with the concurrence of the Local, initiate a complaint with the Occasional Teacher's supervisor who shall answer the complaint in writing (if required) within five (5) days of receipt of the complaint. The problem must be brought to the attention of the supervisor within fifteen (15) days after the Occasional Teacher becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to the complaint.

ARTICLE 7 - GRIEVANCE PROCEDURE (Continued)7.03 Formal Stage

a) If the Occasional Teacher is not satisfied with the decision regarding the complaint then the Occasional Teacher may within ten (10) days take the matter up as a grievance in the following manner and sequence:

b) Step 1

The Occasional Teacher may initiate a written grievance through the Local with the Superintendent of Human Resources Support Services. The Superintendent of Human Resources Support Services may convene a meeting with the grieving Occasional Teacher and Local representatives and such others as required within ten (10) working days of receipt of the grievance. The decision, in writing, to the Occasional Teacher and the Local, shall be rendered within five (5) days following the meeting.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement;
- ii) a statement of the facts to support such grievance including the specific article(s) violated;
- iii) the remedy sought; and
- iv) the signature of the Occasional Teacher or Occasional Teachers concerned, and the President of the Local.

Notwithstanding the above and where the Local and Board agree that it is appropriate, a grievance may proceed directly to Step 2 or Step 3.

ARTICLE 7 - GRIEVANCE PROCEDURE (Continued)7.03 c) Step 2

If the reply of the Superintendent of Human Resources Support Services or designate is not acceptable to the Local, a written request will be made within five (5) days to the Board's Grievance Committee through the Director of Human Resources Support Services. The Board's Grievance Committee shall meet within twelve (12) days to deal with the grievance. The Occasional Teacher, representatives of the Local and such other persons as may be required, may be in attendance. The decision, in writing, to the Occasional Teacher and Local shall be rendered within five (5) days following the meeting. The Grievor may attend the Step 2 grievance meeting.

d) Step 3

If the reply of the Board's Grievance Committee is unacceptable, the Local may then apply for Arbitration within fifteen (15) days of the receipt of the reply.

7.04 a) A grievance arising directly between the Board and the Local or the Union may be initiated by either party commencing with Step 1 of the Formal Stage, within fifteen (15) days of the occurrence complained of.

b) A grievance which arises before or at the time of the retirement or death of an Occasional Teacher may be carried forward by the Local on behalf of the Occasional Teacher if initiated in accordance with the provisions of the article.

7.05 Grievance Mediation

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

## ARTICLE 7 - GRIEVANCE PROCEDURE (Continued)

### 7.06 Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- b) The recipient of the notice 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.
- c) Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair.
- d) If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Ontario Labour Relations Board upon request of either party.
- e) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs.
- f) The Arbitrator or Arbitration Board, as the case may be, shall not by the decision rendered, add to, delete from, modify or otherwise amend the provisions of the Agreement.

7.07 Time restrictions may be extended if mutually agreed in writing. Where the time restrictions or any agreed extensions have expired:

- i) the Local may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed to act;
- ii) the Board may consider the grievance abandoned if the Local/Occasional Teacher exceeds the time allowed to act.



ARTICLE 7 - GRIEVANCE PROCEDURE (Continued)

- 7.08 It is anticipated that the single Arbitrator or Board of Arbitration will make every effort to render its written decision thirty (30) days from the date of the completion of the hearing of the grievance.
- 7.09 The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.
- 7.10 The decision of an Arbitrator or the Arbitration Board is final and binding and shall be implemented by the appropriate authorities. There is no right to appeal the decision by either party. Where a party fails to comply with any of the terms of a decision of the Arbitrator or Board of Arbitration, any party affected by the decision may file in the office of the Registrar of the Supreme Court a copy of the decision of the Arbitrator or Board of Arbitration, exclusive of the reasons therefore and certified by the Arbitrator or the Chair of the Board of Arbitration to be a true copy of the decision, whereupon the decision shall be entered in the same way as a judgement or order of that court and is enforceable as such.
- 7.11 There shall be no reprisals of any kind taken against any person because of participation in a grievance or complaint or arbitration procedure under this Agreement.
- 7.12 Cost of Arbitration

The fees for a single Arbitrator, a Chair of a Board of Arbitration, shall be shared equally by the parties and such expenditures and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.

## ARTICLE 8 - OCCASIONAL TEACHER LIST

- 8.01 To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must be qualified to teach in Ontario and maintain membership in good standing in the Ontario College of Teachers.
- 8.02 The Occasional Teacher List shall show the names, addresses and telephone numbers of such Occasional Teachers, and the subjects and/or divisions which the Occasional Teacher is qualified and willing to teach.
- 8.03 At the time an Occasional Teacher is accepted for inclusion on the Occasional Teacher List, the Occasional Teacher must select, from among the geographic areas designated as available by the Board, geographic areas and schools within which the Occasional Teacher wishes to accept occasional teaching assignments. Such Occasional Teachers shall then be placed on the sub-list for that designated geographic area. Notwithstanding the Occasional Teacher's selection of a particular geographic area or areas, or particular schools, the Board may request an Occasional Teacher to work in another geographic area or school if required.
- 8.04 It is the responsibility of each Occasional Teacher to notify the Human Resources Services Department of the Board, in writing, of any change of address or change of telephone number needed to contact the Occasional Teacher regarding teaching assignments.

ARTICLE 8 - OCCASIONAL TEACHER LIST (Continued)

- 8.05 An Occasional Teacher who because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for the remainder of the school year, provided that such Occasional Teacher must make herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the Occasional Teacher List. An Occasional Teacher becoming unavailable for such reasons shall inform the appropriate personnel officer of the Board of the date of commencement of a return from the period of unavailability.
- 8.06 The Board will forward to each Occasional Teacher, before April 30th of each year, the Occasional Teacher re-listing form. An Occasional Teacher shall be deemed to be removed from the Occasional Teacher List if:
- i) the Occasional Teacher does not teach for the Board in this bargaining unit for a minimum of eleven (11) full-time equivalent days in one (1) school year; or
  - ii) the Occasional Teacher fails to return the re-listing form by May 31<sup>st</sup>; or
  - iii) the Occasional Teacher resigns; or
  - iv) the Occasional Teacher is discharged by the Board and the Occasional Teacher is not reinstated through the grievance and arbitration procedures.
- 8.07 On or about October 1st, February 1st and June 15th of each year, the Board shall provide the Local with a copy of the Occasional Teacher List currently in effect. It is understood and agreed that the addresses and telephone numbers of any Occasional Teacher who objects to the release of such information shall be deleted from the copy of the List provided to the Local. Amendments to the List will be forwarded to the Local on a monthly basis.

ARTICLE 8 - OCCASIONAL TEACHER LIST (Continued)

8.08 Job Opportunities

- a) On a yearly basis each Occasional Teacher on the Occasional Teacher List shall be given the opportunity to indicate whether the teacher is available for Long Term Occasional Teacher positions.
- b) The Board shall give first consideration to Occasional Teachers who have indicated that they are available for Long Term Occasional Teacher positions and who have the required qualifications for the Long Term Occasional position being advertised. This clause shall apply to those positions for which the Principal is aware at least three (3) weeks in advance.
- c) The Board shall review and consider, but shall not be limited to, Occasional Teachers who have applied for regular probationary teaching assignments in the elementary panel.

8.09 Job Postings - Long Term Occasional

Long Term Occasional Teacher vacancies, which the Board intends to fill, shall be identified and the following shall occur:

- i) If the vacancy is known at least three (3) weeks prior to the start date, the vacancy is:
  - a) distributed to the schools and the Local via E-mail and posted for 3 days in each location.
  - b) available to the Occasional Teacher through a voice message system.
- ii) If there is less than 3 weeks notice of a long term vacancy, the Principal will be provided with the names of qualified Occasional Teachers from the central data base in accordance with Article 8.08.

ARTICLE 8 - OCCASIONAL TEACHER LIST (Continued)

8.10 Short Term Teaching Assignments

- a) When the Board determines to fill a short term vacancy, created by the absence of a regular teacher, the Board shall make every effort to secure a qualified Occasional Teacher.
- b) It is understood that a vacancy will be filled by an unqualified individual only in accordance with the Education Act.

ARTICLE 9 - LIAISON COMMITTEE

- 9.01 The Board and the Local shall participate in a Liaison Committee composed of three (3) representatives appointed by each party, which shall meet when required to attempt to solve problems or issues arising during the term of this Agreement. The Superintendent of Human Resources Support Services or designate shall be a member of the Committee. The Committee shall have such additional resources as the parties may agree are required.
- 9.02 The Committee shall meet at the request of either party at a mutually convenient time.
- 9.03 The Committee shall discuss issues of concern to either the Board or the Local.
- 9.04 The Committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.
- 9.05 The Board shall discuss any changes to the Elementary Occasional Teacher Handbook with the Local through the Liaison Committee. The Local agrees that the contents of the Occasional Teacher Handbook shall not be the subject of a grievance. The Board shall endeavour to distribute the Handbooks by October 31<sup>st</sup> of each school year.

ARTICLE 10 - BENEFIT PLAN

- 10.01 a) The Board shall pay on behalf of each Long Term Occasional Teacher employed on a Long Term Occasional Teacher Agreement with a term of four (4) months or more, upon application being made by the teacher, one hundred percent (100%) of the premium cost of the extended health benefits and semi-private coverage, and dental plan insurance. Such premium contributions shall continue until the expiry of the said Long Term Occasional Teacher Agreement.
- b) If an Occasional Teacher has paid their own benefit costs, for the benefit programs outlined in 10.01 a), from the beginning of a Long Term Occasional Teaching Assignment and the assignment extends to four (4) months or more, the Board shall pay the premiums retroactive to the beginning of the Long Term Occasional Teaching Assignment.
- c) Notwithstanding 10.01 a) and b), effective March 1, 2006 a Long Term Occasional Teacher who is also a member of the Peel Elementary Teachers' Local shall be eligible, upon application being made by the Long Term Occasional Teacher, for coverage under the Peel Elementary Teachers' benefits plan.

The Board shall pay on behalf of each eligible Long Term Occasional Teacher who is enrolled in the Peel Elementary Teachers' benefits plan and who qualifies for Board benefit contributions under Article 10.01 a) and b), a prorated amount of the Peel Elementary Teachers' benefits premiums for extended health and dental benefits. Such premium contributions shall continue until the expiry of the said Long Term Occasional Teacher Agreement.

- 10.02 A non-probationary Occasional Teacher may, upon application, participate in the Board's Extended Health and Dental plans, provided that:
- a) the employee assumes the full cost of the premiums, including the applicable administration fees payable to the Board; and
- b) the employee pays such premiums and administration fees in advance, in accordance with the Board's procedures.

## ARTICLE 11 - SICK LEAVE

- 11.01 Upon the effective date of a Long Term Occasional Teacher Agreement the teacher shall be entitled to sick leave credits in accordance with the following provisions of this Article. The Sick Leave Plan shall be subject to the final authority of the Board, the administration being vested in the Director of Education.
- 11.02 An eligible Long Term Occasional Teacher shall be credited with two (2) days of sick leave for each complete month of teaching as a Long Term Occasional Teacher. Such credits may be accumulated to a maximum of three hundred (300).
- 11.03 Sick leave credits accumulated under this Agreement shall be added to sick leave credits accumulated as a teacher under the Board's collective agreements covering its regular, permanent and probationary Elementary or Secondary Teachers in the bargaining units defined in Section 277.3(1), paragraphs 1 and 3 of the Education Act. However, the cumulative total of sick leave credits shall not exceed three hundred (300).
- 11.04 The sick leave credits accumulated by each Long Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. Such a teacher shall, when required by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a registered medical or dental practitioner.
- 11.05 There shall be no payment made by the Board, other than in accordance with Article 11.04, to any teacher in respect of unused sick leave credits accumulated while employed as a Long Term Occasional Teacher.



## ARTICLE 12 - LEAVES OF ABSENCE

### Personal Leaves of Absence

12.01 The Board shall provide paid leave, without loss of sick leave credits, to Long Term Occasional Teachers, as follows:

- a) Death - spouse, same-sex partner, father, step-father, mother, step-mother, child, step-child, brother, sister, mother or father-in-law, total dependent, ward (legal guardianship)

3 days

For the purpose of this clause "spouse" and "same-sex partner" shall be interpreted in accordance with the *Human Rights Code*.

- b) Death - son or daughter-in-law, brother or sister-in-law, grandparents, grandchild

2 days

- c) Funeral of a relative not mentioned above, or friend

1 day

- d) Jury Duty (stipend to be paid to the Board)

As required by the Court

- e) Court Appearance - if not a party to the action; if summoned as a witness (stipend to be paid to the Board)

...As required by the Court

- f) Quarantine – Period required by the Medical Officer of Health

- g) Long Term Occasional Teachers shall not be paid pursuant to this Article for Saturdays, Sundays, school holidays, while on leave of absence, or for any other period during which they would not have worked.

12.02 Long Term Occasional Teachers may apply for Holy Day(s) as an unpaid leave.

### 12.03 Pregnancy/Parental Leave

Pregnancy and parental leave for a Long Term Occasional Teacher shall be in accordance with the *Employment Standards Act* for the period of time that the pregnancy/parental leave falls within the period of the Long Term Occasional Teacher assignment.

ARTICLE 12 - LEAVES OF ABSENCE (Continued)

Professional Development Days

- 12.04 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Development Day shall be required to participate in the scheduled activities and shall be paid for such day provided the teacher attends and participates.
- 12.05 i) Short Term Occasional Teachers shall be entitled to participate in the Board's Professional Development Days without pay.
- ii) In the event a Short Term Occasional Teacher is required by the Board to attend a Professional Development Day, the teacher shall receive the normal rate of pay for the day. Such paid attendance shall be credited towards the number of consecutive days leading to a long term occasional assignment if such is in progress.

ARTICLE 13 - RATES OF PAY

13.01 The Board shall pay, in respect of each day of employment with the Board in an Occasional Teaching assignment, the following rates of pay:

a) Short Term Assignmentsi) Qualified

<u>Effective:</u>	<u>Basic Rate</u>	<u>Holiday Pay</u>	<u>Vacation Pay</u>	<u>Total</u>
September 1, 2004	157.85	4.74	6.31	168.90
September 1, 2005 (One Time Special Provincial Relativity Adjustment of \$10.00)	167.85	5.04	6.71	179.60
September 1, 2005	171.21	5.13	6.85	183.19
September 1, 2006	174.63	5.24	6.98	186.85
February 1, 2007	176.38	5.29	7.06	188.73
September 1, 2007	179.55	5.39	7.18	192.12
February 1, 2008	182.06	5.46	7.28	194.80

ii) Unqualified

<u>Effective:</u>	<u>Basic Rate</u>	<u>Holiday Pay</u>	<u>Vacation Pay</u>	<u>Total</u>
September 1, 2004	94.71	2.84	3.79	101.34
September 1, 2005	96.60	2.90	3.86	103.36
September 1, 2006	98.53	2.96	3.94	105.43
February 1, 2007	99.52	2.99	3.98	106.49
September 1, 2007	101.31	3.04	4.05	108.40
February 1, 2008	102.73	3.08	4.11	109.92

ARTICLE 13 - RATES OF PAY (Continued)

13.01 b) Long Term Occasional Teachers

- i) A Long Term Occasional Teacher shall be paid in accordance with the salary grid in effect from time-to-time pursuant to the Board's Collective Agreement covering regular Elementary Teachers in the bargaining unit defined in Section 277.3(1), para. 1 of the Education Act, less an amount equivalent to the total of vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under the applicable legislation.
- ii) Payment on the aforesaid Elementary Teachers' Collective Agreement salary grid shall be retroactive to the first day of the Long Term Occasional Teachers' Agreement and shall remain in effect until the termination of the said Agreement or the assignment thereunder.
- iii) The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in paragraph i) above.
- iv) Placement on the aforesaid salary grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and category placement as of the date of the Long Term Occasional Teacher's Agreement, in accordance with Article XXIII and Article XXIV, of the aforesaid Elementary Teachers' Collective Agreement between the Board and the Peel Elementary Teachers' Local.
- v) Recognized teaching experience for the purpose of the foregoing means previous school teaching experience approved by the Board in accordance with Article 24.03 of the aforesaid Elementary Teachers' Collective Agreement.

13.02 It is agreed by the parties that the terms of this Collective Agreement provide to all employees covered by it, rights or benefits regarding holidays and vacation pay which are equal or greater than the minimums provided under the Employment Standards Act.

13.03 The direct deposit payroll method will apply to bargaining unit employees.

ARTICLE 14 - REPORTING PAY

- 14.01 An Occasional Teacher who has been called in for a teaching assignment of one (1) day or less and who reports for work at the scheduled starting time shall, where an error has been made on the part of the Board and the scheduled work is not available, be assigned not less than one-half (1/2) day of any work that is available at the rate of pay applicable to the original assignment or, if no work is available, shall receive one-half (1/2) day's pay at the rate applicable to the original assignment.
- 14.02 This provision shall not apply if the Occasional Teacher is notified of the error at least two (2) hours prior to the commencement of the assignment, nor if the lack of work is caused by reason of a strike, power failure, fire, flood, plant breakdown or other conditions beyond the control of the Board.

## ARTICLE 15 - MISCELLANEOUS

15.01 Copies of this agreement in a mutually agreed format will be issued to all members of the bargaining unit, and to all elementary school principals. New employees will be given a copy of the Collective Agreement on their date of hire by the Board. The cost of printing will be shared equally between the Board and the Local.

In addition, the Board will provide new hires with a Union form, supplied by the Local, and a copy of the Elementary Occasional Teacher Handbook.

### 15.02 Personnel Files

- a) Only one official employee record file (hereinafter referred to as the "file") shall be kept for each Occasional Teacher in the Human Resources Services Department at the H.J.A. Brown Education Centre.
- b) An Occasional Teacher shall have reasonable access to the Occasional Teacher's own file. It shall be available and open to the Occasional Teacher for inspection in the presence of a Board Human Resources Department officer upon reasonable notice during the regular working hours of the department.
- c) If an Occasional Teacher disputes the accuracy of information of a disciplinary or negative nature in the file the Occasional Teacher may make a written request to the Superintendent of Human Resources Support Services, stating the alleged inaccuracy. Such request must be made within fifteen (15) days of the date the Occasional Teacher becomes aware or ought reasonably to have become aware of the document. The Superintendent may in his or her sole discretion confirm or amend the information in the file and shall notify the Occasional Teacher in writing of the decision. Such decision shall be provided within thirty (30) days of the Occasional Teacher's request. Where the Board amends such information, at the request of the Occasional Teacher the Board shall attempt to notify members of its staff who received the inaccurate document, by providing them with an amended copy.

ARTICLE 15 – MISCELLANEOUS (Continued)

- 15.02 d) An Occasional Teacher shall receive a copy of any disciplinary letters or documents that are placed in the Occasional Teacher's personnel file.
- e) An Occasional Teacher may request the removal of documents in the Occasional Teacher's personnel file that are of a disciplinary nature. Such a request shall be made in writing to the Superintendent of Human Resources Support Services.

15.03 Lunch Break

An Occasional Teacher who accepts a full day teaching assignment with the Board shall be entitled to a continuous period of not less than forty (40) minutes for lunch free from assigned duties.

15.04 Working Conditions

- a) The timetable of the Occasional Teacher shall be the same as the timetable of the teacher being replaced.
- b) Notwithstanding Article 15.04 a), an Occasional Teacher shall not be assigned any yard duty or bus duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. It is understood that a comparable duty may be assigned by the Principal during the day.
- c) Notwithstanding Article 15.04 a) and b), the Board shall post an assignment on the Peel Absence Management (PAM) system in order to bring in an Occasional Teacher for the purpose of the repayment of preparation time for regular teachers.
- d) Notwithstanding Article 15.04 a), an Occasional Teacher may be required to assist regular teachers to cover classes on a day when a school does not receive the appropriate allotment of Occasional Teachers to cover teacher absences.

ARTICLE 16 - NO DISCRIMINATION

- 16.01 Neither the Board, the Union, the Local nor the Occasional Teacher shall discriminate in their employment against any employee of the Board on any ground prohibited by the Ontario Human Rights Code or the Ontario Labour Relations Act.
- 16.02 The Board, the Union, the Local and the Occasional Teachers recognize that an Occasional Teacher has a right to freedom from sexual harassment in the workplace and any other form of harassment in the workplace prohibited by the Ontario Human Rights Code.
- 16.03 The Board, the Local and the Union recognize that they all have a duty to accommodate individuals in accordance with the Ontario Human Rights Code and hereby confirm their agreement to comply with such obligations.



ARTICLE 17 – HEALTH AND SAFETY

- 17.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and the promotion of safety and health in the Board's facilities, having regard for the Occupational Health and Safety Act.
- 17.02 The Local shall appoint one of its members as a representative to the Joint Health and Safety Central Committee.
- 17.03 Where an Occasional Teacher knows of a hazard that may endanger the Occasional Teacher or another worker, or knows of a contravention of the Occupational Health and Safety Act or the regulations, the Occasional Teacher shall report it to the Principal. Copies of any such report shall also be provided to the Board's Supervisor of Health and Safety and the Occasional Teachers' representative on the Joint Health and Safety Committee.
- 17.04 The Principal upon receipt of such a report, shall promptly investigate, or arrange for the investigation of the hazard or contravention reported. The Principal or the designated investigator shall notify the Occasional Teacher, the Occasional Teachers' representative on the Joint Health and Safety Committee and the Board's Health and Safety Officer of the findings resulting from the investigation.

ARTICLE 18 - EFFECTIVE PERIOD AND RENEWAL

18.01 This Agreement shall commence on the 1st day of September, 2004, and end on the 31st day of August, 2008, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) calendar days nor more than ninety (90) calendar days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Dated and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

FOR THE BOARD

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF INTENT

### RE: LIAISON COMMITTEE

The Board and the Local agree to refer the following matters to their Liaison Committee.

1. The evaluation procedure for Occasional Teachers.
2. The matter of providing information to the Local president regarding professional development activities.
3. The matter of Occasional Teachers being considered late for assignments when the dispatcher has made a late request for the services of the Occasional Teacher.
4. The matter of staffing issues that impact Occasional Teachers.
5. The Advice to Principals letter.
6. The selection process for Long Term Occasional Teachers.
7. The matter of eligibility for reimbursement for mileage expenses for Occasional Teachers.

LETTER OF INTENT

RE: COMPUTER DISPATCH SYSTEM

This shall confirm that the Board and the Local agree to refer issues and concerns regarding the computer dispatch system to the Liaison Committee. The Board shall advise the Local of any changes to the computer dispatch system.

## LETTER OF INTENT

### RE: GOVERNMENT SALARY RE-OPENER

If the Provincial government provides to the Board additional funding specifically for the Elementary Occasional Teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out above), then the salaries for that year or those years shall be increased as follows:

The government has undertaken to provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

- If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5% then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the province's tax revenues in the 2006-07 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-07 school year is higher than 3.0% then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

## LETTER OF INTENT

### RE: PROFESSIONAL DEVELOPMENT FUND

The parties recognize that the provincial government has not provided funding for occasional teachers through the Teacher Development Account or the Support Staff Development Account. In the event that the provincial government, at some future date, provides specific funding identified for professional development for elementary occasional teachers, a committee of the Local and the Board shall be formed to determine how such funds will be distributed.

## LETTER OF INTENT

### RE: ELECTRONIC JOB POSTINGS

At recent collective bargaining negotiations, the parties discussed the issue of posting Long Term Occasional Teacher vacancies on the intranet, to eliminate the requirement for hard copy postings. The parties agreed to refer the issue to the Liaison Committee.

Any changes to procedures outlined in Article 8.09 shall only be implemented with the mutual consent of the parties.

## INDEX

	<u>PAGE</u>
Arbitration .....	14
Benefit Plan .....	21
Definitions.....	5
Effective Period and Renewal.....	32
Grievance Procedure.....	11
Health and Safety .....	31
Job Opportunities .....	18
Job Postings-Long Term Occasional.....	18
Leaves of Absence .....	23
Liaison Committee.....	20
Lunch Break .....	29
Management Rights .....	7
Miscellaneous.....	28
No Discrimination.....	30
No Strikes or Lockouts .....	10
Occasional Teacher List .....	16
Personnel Files.....	28
Pregnancy/Parental Leave .....	23
Probationary Period.....	8
Professional Development Days.....	24
Purpose .....	1
Rates of Pay .....	25
Recognition.....	2
Reporting Pay.....	27
Representation .....	2
Short Term Teaching Assignments .....	19
Sick Leave.....	22
Union Security and Dues Check -Off.....	9
Working Conditions .....	29