

COLLECTIVE AGREEMENT

BETWEEN

*THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the 'Board')*

and

*THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO,
LIMESTONE OCCASIONAL TEACHERS' LOCAL
(hereinafter called the 'Local')*

September 1, 2001 to August 31, 2004

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(hereinafter called the 'Local')

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PURPOSE

It is the intent of the parties and the purpose of this agreement to establish and maintain effective working relationships by setting forth terms and conditions of

employment and procedures for settling differences.

ARTICLE I - RECOGNITION

- 1.01 The Board recognizes the Elementary Teachers' Federation of Ontario as the exclusive bargaining agent for all occasional teachers employed in the elementary panel and who are on the Board's roster of occasional teachers who may be assigned to an elementary school.
- 1.02 The Federation shall advise the Board from time to time of who is authorized to act on its behalf.
- 1.03 Each party recognizes the right of the other party to receive assistance from any duly authorized representative to assist it in all matters pertaining to the negotiation and administration of this agreement.

ARTICLE II - DEFINITIONS

- 2.01 "Occasional Teacher" bears the same meaning as that given to "Occasional Teacher" by the Education Act, as amended.
- 2.02 Casual Occasional Teacher means a teacher who is required to teach for a period that is less than sixteen (16) consecutive teaching days.
- 2.03 Long Term Occasional Teacher means a teacher who is required to teach for a period of sixteen (16) consecutive teaching days in the same teaching assignment.
 - 2.03.1 A Long Term Occasional Teacher, hired to replace an absent regular teacher for a specified period, properly qualified for such position, may not be replaced by another Occasional Teacher prior to the expiry of the specified period unless it is by mutual agreement of the Long Term Occasional Teacher and the Board except in cases of removal for disciplinary reasons.
 - 2.03.2 In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five (5) teaching days' notice or pay for five (5) days at the Long Term Occasional Teacher's daily rate unless the termination is by

mutual agreement of the Long Term Occasional Teacher and the Board except in cases of removal for disciplinary reasons.

2.04 Occasional Teachers shall be on probation for up to forty-five (45) days of work from the date of hire as an Occasional Teacher.

Occasional teachers in the employ of the Lennox and Addington County Board of Education on December 31, 1997 and in the continuous employ of the Limestone District School Board thereafter, shall be deemed to have completed the probationary period.

2.04.1 Once an Occasional Teacher has served the probationary period as defined in article 2.04, the Occasional Teacher shall not be required to serve another probationary period unless the Occasional Teacher has been absent from the Occasional Teachers' List for a period exceeding two (2) years.

2.05 Teaching Day means that period of time in a single day for which the Occasional Teacher has been called to work whether it be part or full time.

2.06 Occasional Teacher List means a list of all Occasional Teachers who have been hired by the Board to teach as Occasional Teachers in the elementary panel of The Limestone District School Board.

2.07 Certified means an Occasional Teacher who holds a valid Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers and who is a member in good standing of the Ontario College of Teachers.

2.08 Federation means the Elementary Teachers' Federation of Ontario.

2.09 Board shall mean the Limestone District School Board.

2.10 Posted means any Long Term Occasional Teaching Position advertised in all schools within the Limestone District School Board.

2.11 "Local" shall mean the Elementary Teachers' Federation of Ontario Limestone Occasional Teachers' Local.

ARTICLE III - EFFECTIVE PERIOD AND RENEWAL

- 3.01 This Agreement shall be effective from September 1, 2001 and shall continue in full force up to and including August 31, 2004, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within one hundred and fifty (150) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification, of this Agreement. If notice is given, the parties shall meet within fifteen (15) days of giving of notice.
- 3.02 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present Agreement that all terms and provisions of the present Agreement shall continue in force and effect until such time as it is superseded by a new Agreement.
- 3.03 This Agreement shall form the basis of computing all salaries and other conditions defined herein. Any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.
- 3.04 It is understood and agreed that there shall be no strike or lockout during the term of this agreement or of any extension of this Agreement. Strike or lockout shall be as defined in the Labour Relations Act.

ARTICLE IV - NO DISCRIMINATION

- 4.01 Each of the parties hereto agree that there shall be no discrimination, interference, restraint, or coercion exercised or practised upon Occasional Teachers in the elementary panel because of membership in the Local.

ARTICLE V - MANAGEMENT RIGHTS

- 5.01 The Board has the right to manage its school system and all rights shall remain exclusively with the Board except as specifically limited by the provisions of this Agreement. Without restricting the rights set out above, the bargaining unit recognizes the rights of the Board to:

- i) hire, direct, and classify all Occasional Teachers, and the right to discipline, suspend and discharge, for just cause, any Occasional Teacher subject to the right of the Occasional Teacher concerned to lodge a grievance in a manner and to the extent herein provided;
- ii) operate and manage its school systems in accordance with its obligations and to make and alter, from time to time, rules and regulations to be observed by the Occasional Teachers, which rules and regulations shall not be inconsistent with provisions of this agreement;
- iii) to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the school system;
- iv) to establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations pertaining to Education in Ontario.

ARTICLE VI - CHECK-OFF

6.01 The Board agrees to deduct, for every pay period for which an Occasional Teacher receives earnings, any fees and assessments levied in accordance with the bylaws of the Federation and remit to the Federation forthwith.

- 6.02 The Federation agrees to indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions made from an Occasional Teacher's pay as provided herein.
- 6.03 All Occasional Teachers employed by the Board shall be provided with a copy of this Agreement by the Board and the Local will reimburse the Board for one-half (1/2) of the cost.

ARTICLE VII - REPRESENTATION

- 7.01 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members.

ARTICLE VIII - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement shall pass to and from the Superintendent of Human Resources or designate, and to and from the President of the Local.

ARTICLE IX - RESOLUTION OF DISPUTES

- 9.01 If an occasional teacher is unable to resolve by informal discussion with an appropriate supervisor, any questions as to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable, the occasional teacher may lodge a grievance as provided herein.
- 9.02
 - iv) A grievance shall be defined as any question, dispute or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision or condition of this collective agreement, including the question of whether a matter is arbitrable.
 - v) A grievance may be lodged by a teacher or a group of occasional teachers, beginning at Step 1.

- vi) A grievance may be lodged by the Local or by the Board beginning at Step 2 if it cannot be resolved by informal discussion. The Local may launch a grievance on behalf of an occasional teacher or group of occasional teachers at Step 1.
- vii) The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations, at any stage of the grievance-arbitration procedure.

9.03

- i) **STEP 1**
An occasional teacher or a group of occasional teachers desiring to submit a grievance shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and the remedy sought, and shall submit such written grievance to the appropriate Superintendent and appropriate Local Executive within twenty (20) school days of the event which gave rise to the grievance, or within twenty (20) school days of the date the grievor(s) should have been aware of the event or the relevant facts. The Superintendent or designate shall meet with the grievor(s) and the representative(s) within ten (10) school days following the date on which the grievance was submitted. The Superintendent or designate shall investigate, hear, and discuss the grievance with the grievor(s) and representative(s). Every effort shall be made by the parties to settle the dispute. Within ten (10) school days of the meeting, the Superintendent or designate shall forward their written decision together with the reason or reasons therefore, to the grievor(s) and the representative(s).

The Board shall not be required in any event to make any adjustment back to a date that is earlier than fifteen (15) school days prior to the filing of the grievance in writing at Step 1.

STEP 2

(A) Occasional Teacher Grievance Failing settlement at STEP 1, the grievor(s) shall submit the grievance to the Director of Education within ten (10) school days of receiving the decision at STEP 1. The Director of Education or designate shall meet with the grievor(s) and the representative(s) within five (5) school days from the date the grievance was submitted. The Director of Education or designate may have present another member of staff or outside representative(s) at this meeting. The parties to the meeting shall investigate, hear, and discuss the grievance and make every effort to settle the

dispute. Within ten (10) school days of the meeting, the Director of Education or designate shall forward the written decision, together with the reason or reasons therefore, to the grievor(s) and the representative(s).

(B) Policy Grievance The Local or the Board may file a grievance in writing within fifteen (15) school days of the event which gave rise to the grievance, or within fifteen (15) school days of the date the grievor(s) should have been aware of the event or the relevant facts. The grievance of the Local shall be filed with the Director of Education or designate, with a copy to the Secretary of the Board, and the grievance of the Board shall be filed with the President(s) of the Local. The Director of Education or designate shall meet with the Executive(s) of the Local within ten (10) school days from the date the grievance was submitted and the parties to the meeting shall investigate and discuss the grievance and shall make every effort to settle the matter. The decision of the Director of Education or of the President of the Local shall be forwarded in writing, together with the reasons therefore, within ten (10) school days of the meeting, to the grievor(s).

- 9.04 i) **STEP 3** Failing settlement at STEP 2, the grievor(s) may, within twenty (20) school days of receipt of the written decision provided therein give the other party written notice of grievor(s) desire to submit the grievance to final, binding arbitration.

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 ten (10) 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 request of either party.

Notwithstanding any other provision, if the party responding to (i) above desires to proceed to an Arbitration Board, it shall notify the other party within ten (10) school days. Such notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the first party of the second party's appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board. If the two appointees fail to agree upon a Chairperson within the time limit, either

party may request the Minister of Labour for Ontario to make the required appointment.

ii) The Arbitrator or the Arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding on the parties. In the case of an Arbitration Board, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall be the decision of the Arbitration Board.

(iii) In the case of a single Arbitrator, the parties will equally share the fees and expenses of the Arbitrator. In the case of an Arbitration Board, each of the parties will bear the fees and expenses of its own appointee to the Arbitration Board and one-half(½) the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearings of the Arbitrator or Arbitration Board.

9.05 i) All time limits fixed herein for the grievance procedures may be extended only upon the written consent of the parties.

ii) One or more of the steps in the grievance procedure may be omitted by the written consent of the parties, in respect of the processing of a particular grievance.

iii) If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to be abandoned in the case of the Initiator and to have been moved forward to the next step in the case of the Respondent.

iv) Throughout all stages of the grievance procedure the parties may have the assistance of occasional teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.

9.06 The arbitration board shall not make any decision which is inconsistent with any Statute or any Regulation made thereunder, or the provisions of this collective agreement, nor which serves to alter, modify or amend any part of this collective agreement.

9.07 Nothing in this Article precludes the Parties from mutually agreeing to

grievance-mediation during any stage of the grievance procedure. The agreement shall be in writing and shall stipulate the name of the mediator and the time lines for grievance-mediation to occur.

ARTICLE X - SALARY

10.01 A Casual Occasional Teacher who holds a Certificate of Registration and a Certificate of Qualification from the Ontario College of Teachers shall be paid a daily rate in accordance with the grid below. All daily rates include 4% vacation pay and 3% statutory holiday pay.

i) September 1, 2001 - January 31, 2002

- a) Casual occasional teachers hired after December 31, 1997 and who have 90 days or less of teaching experience with the Limestone District School Board shall be paid a daily rate of \$127.89.
- b) Casual occasional teachers hired before December 31, 1997 and who have been on the occasional teacher list continuously, or casual occasional teachers who have more than 90 days of teaching experience with the Limestone District School Board shall be paid a daily rate of \$155.50.

ii) February 1, 2002 - May 31, 2002

- a) Casual occasional teachers hired after December 31, 1997 and who have 80 days or less of teaching experience with the Limestone District School Board shall be paid a daily rate of \$128.66.
- b) Casual occasional teachers hired before December 31, 1997 and who have been on the occasional teacher list continuously, or casual occasional teachers who have more than 80 days of teaching experience with the Limestone District School Board shall be paid a daily rate of \$156.43.

iii) June 1, 2002 - August 31, 2002

- a) Casual occasional teachers hired after December 31, 1997 and who have 80 days or less of teaching experience with the Limestone

District School Board shall be paid a daily rate of \$129.16.

- b) Casual occasional teachers hired before December 31, 1997 and who have been on the occasional teacher list continuously, or casual occasional teachers who have more than 80 days of teaching experience with the Limestone District School Board shall be paid a daily rate of \$157.04.

iv) September 1, 2002 - August 31, 2004

- a) Casual Occasional Daily Rate

The casual occasional daily rate will be adjusted by the same percentage as that which is negotiated with Elementary Teachers and adjustments will be implemented according to the schedule negotiated with the elementary teachers.

- c) Casual Occasional Grid

The number of days of teaching experience required to progress to the higher casual daily rate of pay shall be as follows:

| | |
|-------------------|---------|
| September 1, 2002 | 70 days |
| February 1, 2003 | 60 days |
| September 1, 2003 | 50 days |
| February 1, 2004 | 45 days |

- v) All rates will be prorated for fractional and part-time assignments.

10.02

Long Term Occasional Teacher:

Effective September 1, 1999, a Long Term Occasional Teacher, other than a retired teacher, shall be paid the same salary as a teacher with the same category placement and experience under the Collective Agreement between ETFO, Limestone District and the Limestone District School Board effective from the sixteenth (16th) consecutive teaching day retroactive to the first day the Occasional Teacher began the assignment. The Occasional Teacher shall continue to be paid according to the ETFO Salary Grid until the expiration of the assignment. A Long Term Occasional Teacher, who is a retired teacher, shall be paid the appropriate category placement with zero (0) years of experience.

- 10.03 If circumstances require cancellation of a casual assignment without advance notice, the Occasional Teacher shall be paid for one-half day, and may be assigned professional duties by the principal for one-half day.
- 10.04 When a 'school is closed' for a temporary period because of acts of nature or mechanical breakdown, etc., the Long Term Occasional Teacher shall be paid for one day.
- 10.05 A Long Term Occasional Teacher who is scheduled to work shall be paid for a professional activity day provided the Long Term Occasional Teacher participates in the scheduled professional activities. A Professional Activity Day shall not interrupt the Long Term Occasional Teacher's assignments.
- 10.06 Each Occasional Teacher shall receive an Employment and Immigration Canada Record of Employment Form on request.

ARTICLE XI - BENEFITS

- 11.01 Effective April 1, 2002, the Occasional Teacher shall receive \$5.00 per day in lieu of the Ontario Health Insurance Plan, Group Insurance Plan, Extended Health Benefit Plan, Vision Care and Dental Plan and any other Board benefits.

ARTICLE XII - ADMINISTRATION

- 12.01 Category Definitions and Placement:
Category placement on the salary grid shall be determined in accordance with the Qualifications Evaluation Council of Ontario (QECO) Programme 3 or 4, or effective September 1, 2001, 5. An occasional teacher appointed to a long term occasional position shall be placed in Category A of the Salary Grid of the Elementary Teachers' Federation of Ontario, Limestone District pending receipt of the statement of category placement from QECO and verification of teaching experience. Upon receipt of the statement of category placement and verification of teaching experience, the salary of the teacher shall be adjusted retroactively to reflect proper category placement from time of hire, or five months prior to the date of receipt, whichever is later.
- 12.02 Prior to being placed on the list, the Occasional Teacher must provide the Board with

a copy of their Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, and all other documentation required in accordance with Board policy .

12.03 Experience adjustment up to the category maximum shall be based upon the number of years of regular teaching in elementary or secondary schools in a provincial, publicly funded, English speaking education system plus the number of full days of extended Occasional Teaching divided by the number of school days in the school year. Teaching experience in a College or University in Ontario, any other English-speaking publicly funded system, or private school system, or in the case of a non-English speaking system where the teacher can demonstrate fluency in English, shall be credited at the rate of two years related experience being equal to one year of teaching experience.

12.04 Membership List

- (a) The Board shall maintain a list of short term occasional teachers the maximum number of which shall not exceed thirty percent (30%) of the number of FTE elementary teachers on October 31, plus all long term occasional teachers. The number shall not include occasional teachers on leaves of absence from the list and part-time elementary teachers of .5 or greater.

Notwithstanding the above maximum limit, the Board may add to the occasional teacher list, with the approval of the local, when a need for more occasional teachers is demonstrated.

- (b) An occasional teacher shall indicate on a form provided by the Board a preference for a minimum of eight (8) schools where the occasional teacher prefers to teach. The Board will make every effort to honour four (4) of the occasional teacher's preferences.
- (c) Assignment of Occasional Teachers to the list at any particular school shall be the responsibility of the Board.
- (d) Each school shall have assigned to it an Occasional Teacher List. Absences shall be filled from those Occasional Teachers assigned to that school's Occasional Teacher List. Only if all Occasional Teachers on the school list are unavailable shall the Board go beyond the list to fill an assignment.
- (e) The Board may maintain a separate list for French teachers and a separate list for Special Education teachers required to teach school to community and

county programs.

- (f) Occasional Teachers shall be placed on the Occasional Teachers' List for at least three (3) schools.
- (g) The Board may hire additional Occasional Teachers at any time in order to meet the requirements of the elementary schools in the District subject to the provisions of Article 12.04 (a). If the Board is planning external advertising to fill the Occasional Teacher List, the Local President shall be notified by Human Resources Services.
- (h) Candidates seeking inclusion on the Occasional Teacher List will be short-listed, interviewed and have references checked prior to having the candidate's name placed on the Occasional Teacher List.
- (i) The Board will correspond, by June 1st, with each occasional teacher on the list asking him/her to confirm continuation on the list the following year. Failure to respond by June 30th will result in the occasional teacher's name being removed from the list.
- (j) The date of application by an occasional teacher for a transfer to another list for the following school year shall be no later than June 30. Any occasional teacher may, however, at any time ask to be considered for placement on another list. The Board retains the right to transfer Occasional Teachers among lists.
- (k) A casual occasional teacher will receive two (2) unpaid personal days per month to a total of ten (10) days per five (5) month period. The Board retains the right to remove an Occasional Teacher from the Occasional Teacher List if the Occasional Teacher exceeds this limit.
- (l) The Occasional Teacher List will be forwarded to the Local President once per year by September 30th or when updated.
- (m) Where the services of an Occasional Teacher are required, occasional teachers will be called, where reasonable and practical, in order from the list for that school, starting with the person on the list after the person last assigned, provided the teacher is qualified and available.

Records of calls will be made available to the Union upon request through the Human Resources department.

- 12.05 In the event that there are no Occasional Teachers available on a certain day in a school year, the Board agrees to abide by the Education Act and its regulations in order to fill a day's vacancies.
- 12.06 Occasional Teachers shall notify Human Resources Services of the Board and the Local, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 12.07 Where an elementary Long Term Occasional position is posted, a copy of the posting will be sent to the President of the Local.

ARTICLE XIII - STAFFING

- 13.01 The Board agrees to include teachers from the Occasional Teachers' List among the candidates to be considered for elementary teaching positions when pool-hiring.
- 13.02 Applications from Occasional Teachers covered by this agreement, in response to internally advertised positions, shall be considered for elementary teaching positions that become available within the Board prior to external advertising, subject to provisions of the ETFO Collective Agreement.

ARTICLE XIV - OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE

- 14.01 The Occasional Teacher-Board Relations Committee shall be composed of two (2) members representing the Board and two (2) members representing the Local with power to add appropriate representation from the system concerning specific issues. The Committee will make recommendations to the Human Resources Committee of the Board.
- 14.02 The Occasional Teacher-Board Relations Committee shall meet a minimum of twice during the school year or at the written request of either party, at a mutually agreed upon time to consider matters pertaining to or arising out of the Collective Agreement and any matter affecting or likely to affect Teacher - Board relations. With the agreement of the Committee, items not on the formal agenda may be discussed at such meetings.

ARTICLE XV - LEAVE OF ABSENCE

- 15.01 All teachers on the Occasional Teachers' List may, with written notification, request to have their name voluntarily removed from the Occasional Teacher list for a period of up to and including one school year.
- 15.02 The Board will grant, to each occasional teacher, up to four (4) leave requests in one(1) school year.
- 15.03 An Occasional Teacher who has requested and been granted a leave of absence for four (4) months or less shall, upon written notification, be returned to the occasional teacher list at the end of the leave.

An Occasional Teacher who has requested and been granted leave in excess of four months shall upon written notification and in compliance with 12.04(i) be returned to the list when the Board is adding occasional teachers to the list.
- 15.04 Approved leaves of absence without pay for Long Term Occasional Teachers which do not exceed two (2) days, shall not interrupt the continuity of the Long Term Occasional Teacher assignment.

ARTICLE XVI - LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS

- 16.01 Up to five (5) days compassionate leave without loss of pay will be granted in the event of the death of a spouse, parent, child, guardian, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandchild, brother-in-law and sister-in-law.
- 16.02 Leave will be granted without loss of pay providing prior approval is granted by the Superintendent of Human Resources Services or designate, to a Long Term Occasional Teacher who is absent due to quarantine, or who by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which the occasional teacher is not a party or one of the persons charged. All fees for court appearance shall be turned over to the Board.
- 16.03 For every calendar month in a Long Term Occasional Teaching position the Board

agrees to provide the Long Term Occasional Teacher with two (2) days sick leave, cumulative for the length of the assignment. Paid sick leave will be credited at the beginning of each month of the assignment.

ARTICLE XVII - WORKING CONDITIONS

- 17.01 The Occasional Teacher shall be assigned only the regularly assigned classroom duties of the teacher being replaced.
- 17.02 On the first day of an assignment, the occasional teacher shall have no yard duty before the commencement of the morning session and no lunch time duty if on afternoon assignment only or if required to travel to an afternoon assignment at a different school.
- 17.03 The Occasional Teacher shall be assigned only regularly scheduled supervisory duties of the teacher being replaced by that Occasional Teacher.
- 17.04 The Board shall provide each full time Occasional Teacher with an uninterrupted period for lunch, free from duty, of at least forty (40) minutes per day.
- 17.05 The Board shall reimburse at the Board’s current kilometrage/mileage rate each Occasional Teacher for travel on the same day between an assignment for the same teacher involving two or more schools within the Board’s jurisdiction.
- 17.06 The Board shall provide space on a bulletin board in each elementary school for the posting of notices which may be of interest to Occasional Teachers.
- 17.07 The Board shall provide information to the Local President about any Board wide activities planned for the system PD Day. Occasional Teachers may participate on a voluntary basis at their own expense.
- 17.08 The Board will make every effort to provide the Occasional Teacher with a package containing: a support information sheet, attendance lists, seating plans, timetable, teaching assignments and/or lesson plans.

ARTICLE XVIII - EVALUATION

- 18.01 An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it, and is

entitled to make written comments, if he/she desires. Such documentation and comments will be retained as part of the Occasional Teacher's File. The Occasional Teacher will have access to his/her Personnel File upon request.

18.02 Only supervisory officers, principals and vice-principals shall evaluate Occasional Teachers.

ARTICLE XIX - JUST CAUSE CLAUSE

19.0 No Occasional Teacher shall be transferred or demoted for disciplinary reasons, or disciplined, or discharged, without just and sufficient cause and such cause shall be communicated in writing within five (5) school days.

LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO,
LIMESTONE OCCASIONAL TEACHERS' LOCAL**

This will confirm the understanding reached between the parties during negotiations with respect to information sharing.

In keeping with the Board's ongoing practice of cooperation and information sharing, the Board will undertake to provide to the Local President: (1) copies of letters to occasional teachers, (2) copy of the monthly dues submission list, and (3) access to the Board's official Occasional Teachers' List. On the Local President's request, the Board will provide mailing labels for members and computer generated Membership Lists. The Local agrees to reimburse the Board for the cost of labels and lists.

Note: Provision of the above information is subject to the Board receiving a copy of: (1) the Local's notice to all members, and (2) a copy of the resolution authorizing the Local under the Freedom of Information and Privacy Act to obtain member's address from the Board's records.

Dated at Kingston, Ontario this _____ day of _____, 1999.

For the Board

For the Local

Originally Signed: January 13/97

For the Board: Wendy Thorburn - For the Branch: Elizabeth Liggett

**LETTER OF AGREEMENT
 BETWEEN
 THE LIMESTONE DISTRICT SCHOOL BOARD
 (hereinafter called the "Board")
 AND
 THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO,
 LIMESTONE OCCASIONAL TEACHERS' LOCAL
 (hereinafter called the "Bargaining Unit")**

RE: Information for Occasional Teachers

The Board and the Federation recognize that it is important for occasional teachers to have access to certain resources to give teachers the tools they need to be successful in their assignments. To this end, the parties agree to establish a joint committee to discuss administration issues related to elementary occasional teachers. Discussions will focus on:

- (a) Contents of the Information Folder
- (b) Distribution and availability of the Information Folder
- (c) Review Process
- (d) Availability of Resource Materials for Occasional Teachers
- (e) Home School Concept
- (f) Distribution of Board Correspondence

The Board agrees to provide two (2) release days for this purpose.

For the Board:

For the Federation:

Date: _____

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(hereinafter called the "Bargaining Unit")**

RE: Joint Occupational Health and Safety Committee

The Board agrees to ask the Joint Occupational Health and Safety Committee to review the committee's membership and report back to the Board by September 1, 2003.

In the interim period, a representative of the ETFO Limestone Occasional Teachers' Local may attend committee meetings as an observer.

For the Board:

For the Federation:

Date: _____

This document constitutes the entire agreement between the Federation and the Board and each of the parties intends to rely on their strict legal rights as set out herein. No representations, verbal or otherwise, are intended to be relied on other than those set out in this written agreement.

In witness whereof, the Elementary Teachers' Federation of Ontario, Occasional Teachers' Local have executed this Collective Agreement attested by authorized representative of the Elementary Teachers Federation of Ontario representing Elementary Occasional Teachers employed by the Limestone District School Board.

In Witness whereof The Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf.

DATED: _____