

# **Collective Agreement**

Between

The Limestone District School Board

and

The Elementary Teachers' Federation of Ontario  
Limestone Occasional Teachers' Local

Begins:  
09/01/2004

**Terminates:**  
03/31/2008

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## **PURPOSE**

It is the intent of the parties and the purpose of the parties to maintain a harmonious relationship between the Board and each member of the Union and to cooperate to the fullest extent in order to provide the best possible educational services.

The purpose of this agreement is to establish and maintain mutually satisfactory arrangements between the Board and the Union that ensure effective working relationships by setting forth terms and conditions of employment and procedures for settling differences.

## **ARTICLE I: RECOGNITION**

- 1.1 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.
- 1.2 The Union shall advise the Board from time to time of who is authorized to act on its behalf.
- 1.3 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**

- 2.1 "Occasional Teacher" bears the same meaning as that given to "Occasional Teacher" by the Education Act, as amended.
- 2.2 "Casual Occasional Teacher" means a teacher who is required to teach for a period that is less than twelve (12) consecutive teaching days.
- 2.3 "Long Term Occasional Teacher" means a teacher who is required to teach for a period of twelve (12) consecutive teaching days or more in the same teaching assignment.

- 2.3.1 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.
- 2.3.2 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.
- 2.4 Occasional Teachers shall be on probation for up to forty-five (45) days of work from the date of hire as an Occasional Teacher.
- 2.4.1 Once an Occasional Teacher has served the probationary period as defined in article 2.4, 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.
- 2.5 "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.
- 2.6 "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.
- 2.7 "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.
- 2.8 "Union" means the Elementary Teachers' Federation of Ontario.
- 2.9 "Board" shall mean the Limestone District School Board.

- 2.10 "Posted" means any Long Term Occasional Teaching Position advertised on the Limestone District School Board website.
- 2.11 "Local" shall mean the Elementary Teachers' Federation of Ontario Limestone Occasional Teachers' Local.

### **ARTICLE III: EFFECTIVE PERIOD AND RENEWAL**

- 3.1 This Agreement shall be effective from September 1, 2004 and shall continue in full force up to and including August 31, 2008, 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.
- 3.2 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.
- 3.3 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.
- 3.4 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**

- 4.1 The Board and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, sex, colour, ancestry, place of origin, ethnic origin, marital status, same sex partner status, sexual orientation, age, disability, citizenship, family status, or religion as defined in the Ontario Human Rights Code.

There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

## **ARTICLE V: MANAGEMENT RIGHTS**

- 5.1 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; and,
  - 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: UNION DUES AND ASSESSMENTS**

- 6.1 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 Union and remit to the Union forthwith.

At the request of the Local and with at least thirty (30) calendar days notice, the Board shall make the

appropriate payroll deduction from an Occasional Teacher's pay for the purposes of a Local Levy. The levy shall be **forwarded** on a monthly basis to the Treasurer of the Local.

- 6.2 The Union 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.
- 6.3 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 (½) of the cost.

## **ARTICLE VII: REPRESENTATION**

- 7.1 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: ACCESS TO INFORMATION**

- 8.1 The Board shall provide to the Union, upon request, information related to the Occasional Teacher list which shall include, but not be limited to, copies of the monthly dues submission list, mailing labels, copies of letters sent to Occasional Teachers and teacher assignment information.

## **ARTICLE IX: CORRESPONDENCE**

- 9.1 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 X: RESOLUTION OF DISPUTES

- 10.1** The parties recognize the importance of ongoing communication and informal discussion in the resolution of disputes. If a complaint cannot be resolved through informal discussion at the school level or through the Occasional Teacher-Board Relations Committee, either party may lodge a grievance as provided herein.

### ***Grievance/Arbitration Procedures***

- 10.2** 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.
- 10.3** 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.

### ***STEP 1***

- 10.4** The Union may submit a grievance, in writing, setting out the facts of the grievance together with the provisions of the agreement claimed to have been violated, to the appropriate Superintendent or designate 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. Within ten **(10)** school days of receipt of the grievance a meeting will be held with the Union and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten **(10)** school days of the meeting.

### ***STEP 2***

- 10.5** If settlement is not reached, the grievance shall be filed in writing to the Director of Education within ten **(10)** school days from the response from the Superintendent or designate. Within five **(5)** school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be

provided to the grievor from the Director of Education or designate within ten (10) school days of the meeting.

### ***Policy Grievance***

- 10.6 The Union and the board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or Director of Education within fifteen (15) school days of the incident giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be provided to the grievor from the Director of Education or designate within ten (10) school days of the meeting.

### ***STEP 3***

- 10.7.1 Failing settlement at STEP 2, the grievor(s) may, within fifteen (15) school days of receipt of the written decision provided therein give the other **party** written notice of his/her or their desire to submit the grievance to final, binding arbitration.
- 10.7.2 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.
- 10.7.3 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.

10.7.4 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.

10.7.5 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.

In the event that either party makes an application for expedited arbitration under the Ontario Labour Relations Act, the application and its timing must be in compliance with Section 49 of the Ontario Labour Relations Act, as amended.

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

10.8.1 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 (2) 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.

10.8.2 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.

### ***Time Limits***

- 10.9.1 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of the parties.
- 10.9.2 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.
- 10.9.3 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.

### ***Grievance Mediation***

- 10.10 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 XI: SALARY**

- 11.1 Casual Occasional Teachers who hold a current Certificate of Registration and a Certificate of Qualification from the Ontario College of Teachers shall be paid a daily rate in accordance with the following fractions, which are based on the Elementary Teachers salary grid, Category A1, Year 0, and include 4% vacation pay and 3% statutory holiday pay.

	Sep 1 /04	Sep 1 /05	Sep 1 /06	Feb 1 /07	Sep 1 /07	Feb 1 /08
<45 Days	1/265.7	1/265.5	1/263.5	1/259.4	1/255.5	1/254.0
>45 Days	1/219.5	1/220.0	1/218.2	1/214.5	1/211.5	1/210.0

The number of days teaching experience required to progress to the higher casual daily rate shall be eliminated effective August 31, 2008.

- 11.1.2 All rates will be prorated for fractional and part-time assignments.
- 11.2.1 Casual Occasional Teachers who do not have a current Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers shall be paid for each day of employment at the rate of 75% of the rate established in 11.1 above, which includes 4% vacation pay and 3% statutory holiday pay.
- 11.3 Effective September 1, 2005, 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 twelfth (12<sup>th</sup>) 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.
- Years of experience will be credited to retired teachers who accept a long term occasional assignment according to the following schedule:
- |                   |  |
|-------------------|--|
| September 1, 2005 | 2 years experience                           |
| September 1, 2006 | 4 years experience                           |
| September 1, 2007 | 6 years experience                           |
| September 1, 2008 | Relevant years of experience to grid maximum |
- 11.4 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.
- 11.5 Where a teacher is on a half day assignment in the morning, that assignment shall end no later than the end of the instructional morning for students plus the scheduled eating period for students where such supervision is a scheduled duty for that day.
- 11.6 When a school is closed for a temporary period due to climatic, mechanical or catastrophic conditions, a Long

Term Occasional Teacher shall be paid for the equivalent of the original assignment.

- 11.7 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.
- 11.8 Each Occasional Teacher shall receive an Employment and Immigration Canada Record of Employment Form on request.

## **ARTICLE XII: BENEFITS**

- 12.1 Occasional Teachers shall receive the following amount per full day in lieu of the Group Insurance Plan, Extended Health Benefit Plan, Vision Care and Dental Plan and any other Board benefits.

September 1, 2004	\$5.00
September 1, 2005	\$6.00
September 1, 2006	\$7.00
September 1, 2007	\$8.00

## **ARTICLE XIII: ADMINISTRATION**

### ***Category Definitions and Placement***

- 13.1 Category placement on the salary grid shall be determined in accordance with the Qualifications Evaluation Council of Ontario (QECCO) Programme 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 QECCO 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 grid placement from time of hire, or five months prior to the date of receipt, whichever is later.
- 13.2 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.

- 13.3 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 Canadian, 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.

### ***Membership List***

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

Occasional teachers who are retired teachers who for pension purposes may not work more than twenty days, and who restrict their work to remain within that limit, shall count as .5 FTE for purposes of the membership list maximum.

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) 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.

- (c) 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, including a current, approved criminal record check.
- (d) An occasional teacher shall indicate on a form provided by the Board a preference for a minimum of sixteen (16) schools where the occasional teacher prefers to teach. The Board will make every effort to honour four (4) of the occasional teacher's preferences.
- (e) Assignment of Occasional Teachers to the list at any particular school shall be the responsibility of the Board.
- (f) Each school shall have assigned to it an Occasional Teacher List. The number of teachers on the list for each school shall be the school's FTE plus 30% less the exclusions listed in 13.4.2(a). Absences shall be filled from those Occasional Teachers assigned to that school's Occasional Teacher List. Only if all Occasional Teachers qualified for the position on the school list are unavailable shall the Board go beyond the school list to fill an assignment.

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 and a separate list for selected schools as mutually identified by the Union and the Board.

- (h) Occasional Teachers shall be placed on the Occasional Teachers' List for at least six (6) schools.
- (i) 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.



(j) 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.

(k) As part of the renewal process, occasional teachers will have an opportunity to request transfers to different schools for the following September.

An occasional teacher may at any time request in writing to be considered for placement on another school list. The Board retains the right to transfer Occasional Teachers among school lists.

(l) Occasional Teachers are expected to be available on a regular basis. The Board retains the right to monitor occasional teacher availability.

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

- Justcause
- He/she requests in writing to have his/her name removed from the list
- He/she has not been paid for at least fifteen assignments in the previous school year, exclusive of approved leaves of absence.

Notwithstanding the above, members of the local executive who show proof of days paid for Union-Board business shall have these days credited toward the 15 day threshold. The Union president shall be exempt from the 15 day threshold.

- He/she has not completed and submitted the renewal form as per (j) above

The parties agree to meet by July 15th of each year to evaluate the threshold of 15 assignments based on the actual assignments credited to each occasional teacher in the preceding school year. The threshold limit may be changed by mutual agreement of the parties. If no change is agreed upon, the threshold number, as per the above, shall remain in effect.

(m) An Occasional Teacher is expected to notify Dispatch forty-eight hours in advance where it is known that he/she will not be available to teach on a given day(s).

Where an occasional teacher knows in advance that he/she will not be able to teach on a given day due to illness, the occasional teacher must notify dispatch no later than 0600 hours.

(n) Occasional Teachers who have declined a particular site and/or grade on more than three consecutive occasions will be passed over should that particular site/grade come up in the natural rotation.

(o) The Occasional Teacher List will be forwarded to the Local President once per year by September 30th or when updated and/or requested.

(p) 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.

13.5 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.

13.6 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.

Where an elementary Long Term Occasional position is posted, a copy of the posting will be sent to the President of the Local.

## **ARTICLE XIV: STAFFING**

14.1 The Board agrees to include teachers from the Occasional Teachers' List among the candidates to be considered for

elementary teaching positions when pool-hiring.

- 14.2 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 XV: POSTING OF LONG TERM OCCASIONAL ASSIGNMENTS**

- 15.1 All longterm occasionai teaching positions shall be posted on the Board Web-site for five (5) days prior to the closing date for applications. A copy of each posting shall be forwarded to the Union.

#### **ARTICLE XVI: OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE**

- 16.1 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.
- 16.2 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.
- 16.3 The Board will pay the daily rate for the two Occasional Teacher representatives for a total of two days each.
- The Board shall provide twenty (20) paid release days at the daily rate to conduct union business, which shall be reimbursed by the bargaining unit.

## **ARTICLE XVII: LEAVE OF ABSENCE**

### ***Short Term Leave***

- 17.1 Upon written notification of no less than one week, the Board will grant, to each occasional teacher, up to two (2) leave requests in one (1) school year. Each leave may not be less than five (5) consecutive days or exceed sixty (60) days.

### ***Long Term Leave***

- 17.2 Upon written notification of no less than one week, the Board will grant to each occasional teacher one long term leave of absence for a period in excess of 60 days. This leave shall not exceed beyond the end of the current school year.
- 17.3 An Occasional Teacher will automatically be returned to the list upon completion of the leave and in compliance with Article 13.040).

## **ARTICLE XVIII: LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS**

- 18.1 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.
- 18.2 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.
- 18.3 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.

- 18.4 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 XIX: WORKING CONDITIONS**

- 19.1 The Occasional Teacher shall be assigned only the regularly assigned classroom duties of the teacher being replaced.
- 19.2 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.
- 19.3 The Occasional Teacher shall be assigned only regularly scheduled supervisory duties of the teacher being replaced by that Occasional Teacher.
- 19.4 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.
- 19.5 The Board shall reimburse at the Board's current kilometric/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.
- 19.6 The Board will provide space in the Occasional Teacher sign-in binder for the posting of notices which may be of interest to Occasional Teachers. The Local will have access to the Board courier for distribution of Union material to the Elementary schools, save and except for information related to collective bargaining.
- 19.7 The Board shall provide information to the Local President about any Board wide activities planned for the system PD Day.
- 19.7.1 The Board will provide Professional Development opportunities for Occasional Teachers. Occasional Teachers may participate on a voluntary basis at their o m

expense; however, if a professional development initiative is mandated by the Board for an occasional teacher(s), the occasional teacher will be paid the daily rate.

- 19.8** 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.
- 19.9 All occasional teachers shall be provided the option to access the Board's computer system.

## **ARTICLE XX: EVALUATION**

- 20.1 The Board may initiate a performance appraisal respecting an occasional teacher at any time.
- 20.2 Any Occasional Teacher, who wishes, may request to be evaluated.
- 20.3 The performance appraisal process for occasional teachers will be governed by Board Policy **HR19**.
- 20.4 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.
- 20.5 Only supervisory officers, principals and vice-principals shall evaluate Occasional Teachers.

## **ARTICLE XXI: JUST CAUSE**

- 21.1 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.

## **ARTICLE XXII: IDENTIFICATION**

- 22.1 For purposes of school security and student safety, the Board will provide all Occasional Teachers with a personal identification tag that must be worn at all times while

**assigned to a school. The occasional teacher will incur the cost of any replacement tags.**

**LETTER OF UNDERSTANDING  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
AND  
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO,  
LIMESTONE OCCASIONAL TEACHERS' LOCAL**

**RE: Occasional Teacher Membership List Review Process**

The Union and the Board agree to meet at the request of either party to discuss issues related to Article 12 – Membership List – and the staffing of occasional teachers in the schools.

Relevant data concerning the identified issues shall be available to both parties and be used as part of the decision making process.

Every reasonable effort shall be made by the parties to find a mutually agreed upon solution to ensure schools are staffed in an efficient and effective manner.

Any mutual agreed upon solutions shall be formally assented to in a memorandum of settlement.

The parties further agree that Occasional Teachers who are currently designated as supplementary retired teachers **will** continue to count as 0.5 FTE for the purposes of the membership list maximum (30%) until such time as they resign or a review at June 30<sup>th</sup> 2006 determines whether they meet the threshold of fifteen (15) assignments to remain on the Occasional Teacher Membership List.

Dated this \_\_\_\_ day of November, 2005.

For the Board:

For ETFO:

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

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



**LETTER OF AGREEMENT  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
(hereinafter called the "Board")**

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

**RE: Joint Occupational Health & Safety Committee  
Membership**

Failing resolution by the Unions or the Ministry of Labour, regarding the membership of the ETFO Limestone Occasional Teachers' Local on the Joint Occupational Health & Safety Committee, a representative of the ETFO Limestone Occasional Teacher's Local may attend committee meetings as a paid observer. This representative shall continue to be paid for the same occasions as was done for the 2004 – 2005 school year.

Dated this \_\_\_\_ day of September, 2005.

For the Board:

For ETFO:

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

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

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.

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

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DATED: \_\_\_\_\_