

SOURCE	Sch Bnd
EFF.	2000/09/01
TERM.	2001/08/31
No. OF EMPLOYEES	180
NOMÈRE D'EMPLOYÉS	180

FILE No.	801-0575	
CERT. FILE		
CERT. DATE		
MALE EMPS		
F'MLE EMPS		
TOTAL EMPS	180	
EFF. DATE	01-SEP-00	
EXP. DATE	31-AUG-01	
CODING CONTROL	DATE	CODER
IDENT CODED		
SUB. PROVS CODED		

**COLLECTIVE AGREEMENT**

between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**  
(hereinafter called "THE BOARD")

and

*S. Gammur*  
**THE ELEMENTARY TEACHERS FEDERATION OF ONTARIO**  
(hereinafter called "The Occasional Teachers")

OFFICE OF  
SEP 06 2001  
COLLECTIVE BARGAINING  
INFORMATION

Received - union

Received - employer

Received - other \_\_\_\_\_

SEPTEMBER 1, 2000 TO AUGUST 31, 2001

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## **ARTICLE 1 - PURPOSE AND SCOPE**

- 1.01** It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Greater Essex County Elementary Occasional Teachers' Local with respect to the qualified Occasional Teachers covered by this Agreement.
- 1.02** It is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide machinery for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1.03** This Collective Agreement shall apply to all qualified Occasional Teachers who, from time to time, are included on the Occasional Teachers List in accordance with the provisions of this Collective Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Board recognizes The Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and assigned as Occasional Teachers to one or more elementary schools or to perform duties in respect of such schools on a Casual or Extended Occasional Teacher basis.
- 2.02** The Board recognizes the right of the Local to authorize ETFO or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03** The Board further recognizes its obligation to advise an Occasional Teacher of his/her right to Local representation at a meeting when the conduct or competence of an Occasional Teacher is being considered which may lead to disciplinary action.
- 2.04** The Local recognizes the Negotiations Policy Committee and its Negotiation Team as the body authorized to negotiate on behalf of the Board.
- 2.05** The Local recognizes the right of the Board to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

## ARTICLE 3 - DEFINITIONS

- 3.01 "Occasional Teacher" means a teacher employed by the Board to:
- (a) teach as a replacement for a contract teacher who has died during the school year, but does not extend past the end of the school year in which the death occurred;
  - (b) Teach as a replacement for a contract teacher who is absent from his/her regular duties for a temporary period that does not extend past the end of the second school year after his/her absence begins.
- 3.02 "Casual Occasional Teacher" means an Occasional Teacher who is required to teach under Section 3.01 for a period that is less than ten (10) consecutive teaching days.
- 3.03 "Extended Occasional Teacher" means an Occasional Teacher who is required to teach under Section 3.01 for a period of ten (10) or more consecutive teaching days in the same assignment. An interruption in the assignment due to sickness, bereavement leave or a professional activity day shall not interrupt the continuance of the assignment.
- 3.04 Probationary Occasional Teacher  
Effective September 1, 2001, a probationary Occasional Teacher means an Occasional Teacher who shall be on probation for one year. It is expected that during the probationary period there will be two (2) satisfactory performance appraisals completed by a Principal or Vice-Principal. Occasional Teachers are encouraged to request that such performance appraisals be completed by a Principal or Vice-Principal.
- 3.05 "Occasional Teacher List" means a list of all qualified Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the elementary panel of the Greater Essex County District School Board.
- 3.06 "Qualified" means an Occasional Teacher who holds a valid Ontario Teacher's Certificate in accordance with the Education Act or a Letter of Standing.
- 3.07 "Federation" means the Elementary Teachers' Federation of Ontario (ETFO).

- 3.08 "Local" means the Elementary Teachers' Federation of Ontario, Greater Essex County Occasional Teachers' Local.
- 3.09 "Board" shall mean the Greater **Essex** County District School Board.

#### **ARTICLE 4 - UNION DUES AND ASSESSMENTS**

- 1c 4.01 On each regular pay date on which an employee is paid, the Board shall deduct from each employee, the ETFO dues and any dues chargeable by the Local or an equivalent amount. The amounts shall be determined by the ETFO and/or the Local in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 4.02 The ETFO dues deducted in 4.01 shall be remitted to the General Secretary of ETFO at 1000-480 University Ave., Toronto, Ontario M5G 1V2 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, the number of days worked, salary for the period and the amounts deducted. This same list shall be forwarded to the President of the Occasional Teachers' Local at the same time.
- 4.03 Dues specified by the Local in 4.01, if any, shall be deducted and remitted to the Treasurer of the Local ETFO at the Local's current address not later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, the number of days worked, salary for the period and the amounts deducted.
- 4.04 ETFO and/or the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Local.
- 4.05 The Board shall provide to the Local, by September 15th each year, a letter stating the total number of days of elementary casual and extended occasional teaching days for the previous school year.
- 4.06 The Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board shall indicate the amount of fees paid by each Occasional Teacher during the previous year.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Greater Essex County Occasional Teachers' Local recognizes that the Board has the right, duty and responsibility to provide, operate and manage the elementary schools in its jurisdiction according to the laws of Ontario and subject to the express provisions of this Agreement, **so** long as these provisions are not inconsistent with any law of Ontario.
- 5.02 The Board agrees to consult with the Local concerning policy changes that may affect the working conditions of Occasional Teachers, prior to implementation of such changes. Such consultation may take place at the Occasional Teacher/Board Committee level and may be initiated by either party.
- 5.03 The Greater Essex County Elementary Occasional Teachers' Local further recognizes the right of the Board to discharge and discipline Occasional Teachers with just cause following a meeting with the Occasional Teacher to discuss the issue and subject to the right of an Occasional Teacher to lodge a grievance in accordance with Article 21 of the Collective Agreement. Such cause shall be communicated in writing to the Occasional Teacher with a copy to the President of the Local at the same time the communication is forwarded to the Superintendent of Employee Relations.
- 5.04 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence. No other member of the Union shall be required or requested to evaluate an Occasional Teacher's competence.
- 5.05 Each of the parties hereto agree that there shall be no interference, restraint, coercion or discrimination because of race, colour, age, creed, religion, sex or marital status exercised or practised upon Occasional Teachers in the elementary panel due to participation in the lawful activities of the Greater Essex County Occasional Teachers' Local.

## **ARTICLE 6 - ACCESS TO INFORMATION**

- 6.01 Following the written request of an Occasional Teacher for an appointment, the Board shall make available for review, during normal business hours, all information in his/her file. Such review shall be in the presence of a member of the Human Resources Division.

- 6.02 Upon written authorization by the Occasional Teacher, a Federation representative shall have access to the Occasional Teacher's file.
- 6.03 An Occasional Teacher may copy any material contained in his/her file.
- 6.04 Supervisory Officers, Principals and Vice-Principals shall forward all evaluation and disciplinary documents to the Occasional Teacher at the same time as such documents are being forwarded to the Human Resources Division.
- 6.05 Disciplinary materials and adverse reports will remain in an Occasional Teacher's file for a minimum of two years. Following this period an Occasional Teacher, by written request to the appropriate Superintendent, may request that an adverse report be removed from his/her personnel file. The Superintendent will consider such request and communicate his/her decision in writing to the Occasional Teacher. The denial of such request shall not be subject to the grievance or arbitration procedures,

#### **ARTICLE 7 - COLLECTIVE AGREEMENT**

- 7.01 The Board shall provide all Occasional Teachers employed by the Board with a copy of this Collective Agreement within thirty (30) days of the ratification.
- 7.02 The Board shall provide to the principal of each elementary school under its jurisdiction a copy of this Collective Agreement.

#### **ARTICLE 8 - WORKING CONDITIONS**

- 8.01 An Occasional Teacher must be qualified to teach in Ontario to be eligible for inclusion on the Occasional Teachers' List.
- 8.02 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification and all other required documents.
- 8.03 The maximum number of Occasional Teachers on the Occasional Teacher List shall be 225 plus those elementary teachers who have been terminated by the Board due to redundancy. If the Superintendent responsible for Occasional Teachers determines that the number of

Occasional Teachers available does not meet the needs of the Board, additional Occasional Teachers may be added to the Occasional Teacher List following consultation with the President of the Local.

- 8.04** (a) The Board's Occasional Teachers' List shall be the list as prepared by the Board. This List shall be updated in September of each year and a copy shall be sent to the President of the Occasional Teachers' Local by October 15th of each year. For each Occasional Teacher, the List shall include the name, address, telephone number, salary category, teaching experience and preferred school zones.
- (b) Teachers who want to change their status on the Occasional Teachers' List must do so in writing to the appropriate Superintendent by August 15th of each year.
- (c) Amendments to the Occasional Teachers' List shall be sent to the Occasional Teachers' Local within thirty (30) days.
- 8.05** The method of calling Occasional Teachers shall be as established by the Board and shall be communicated to each Occasional Teacher in writing.
- 8.06** The Board agrees to consult with the Greater Essex County Occasional Teachers' Local and the Local President with respect to any changes in the Occasional Teachers' List and the method of calling Occasional Teachers.
- 8.07** The Board recognizes the unique role that an Occasional Teacher plays in the provision of educational programs and upon the request of the Occasional Teacher, agrees to provide the following:
- (i) Map of School
  - (ii) School's discipline policy
  - (iii) Class list for assignment
  - (iv) School times for entry/dismissal
  - (v) School procedures
  - (vi) Yard duty schedule
- 8.08** Normally, the timetable for an Occasional Teacher will be the same as the timetable of the teacher who is being replaced.
- 8.09** The Principal will attempt to relieve an Occasional Teacher from yard duty during the first half of the first day of an occasional teaching assignment.



- 8.10 The Board shall provide each Occasional Teacher with at least a forty **(40)** minute uninterrupted lunch period per day, free from duty.
- 8.1 ■ The Board shall reimburse, at the Board's current kilometer/ mileage rate, each Occasional Teacher for travel between assignments in more than one location.
- 8.12 An Occasional Teacher shall not be required to do any medical-physical procedures for pupils.
- 8.13 Each school will have a general mail slot for all Occasional Teachers within that school. Information for the Occasional Teacher from the Board, plus in-service notices and any update information given or brought to the attention of regular staff shall be delivered to this school. General information for Occasional Teachers shall be displayed on the Occasional Teachers' section of the bulletin board.

#### **ARTICLE 9 - CALLING OF OCCASIONAL TEACHERS FOR EXTENDED OCCASIONAL TEACHING ASSIGNMENTS**

- 9.01 (a) A list of all Occasional Teachers who are available for extended assignments will be given to each Principal. Principals will select from this list to fill assignments. A copy of the list shall be forwarded to the President of the local each time it is amended.
- (b) Section 9.01 (a) above applies only in circumstances where there are no available qualified teachers in the permanent supply pool.

#### **ARTICLE 10 - ELEMENTARY TEACHING VACANCIES**

- 10.01 (a) Occasional Teachers who possess the necessary qualifications to teach in the elementary and/or secondary panel may inform the appropriate Superintendent at any time that they are interested in obtaining a teaching position.
- (b) The Board agrees to consider such applications for interviews when teachers are being hired for the appropriate panel.

- (c) The Board will notify the President of the Local when it is accepting applications for permanent teaching positions in the elementary panel.

**ARTICLE 11 - RATES OF PAY**

11.01 The Board shall pay rates of remuneration in accordance with the following:

- (a) Daily Rate of Qualified Casual Occasional Teachers

Effective September 1, 2000

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<u>Statutory</u> <u>Base Rate</u>	<u>Vacation</u>	<u>Holidays</u>	<u>Total</u>
\$132.52	\$5.30 <i>4%</i>	\$3.97 <i>3%</i>	\$141.79 <u>÷ 67</u> → 23.632 o/k

- (b) Effective April 1, 2001

<u>Statutory</u> <u>Base Rate</u>	<u>Vacation</u>	<u>Holidays</u>	<u>Total</u>
\$133.85	\$5.35	\$4.01	\$143.21 23.868

- (c) Qualified Extended Occasional Teacher Rate

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An Extended Occasional Teacher shall be placed on the Elementary Teachers' Salary Grid in accordance with the recognized teaching experience and category placement effective on the tenth (10th) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the extended occasional teaching assignment. The Occasional Teacher shall continue to be paid according to the Elementary Teachers' Salary Grid until the expiration of the assignment. It is understood and agreed that the salary of the extended Occasional Teacher includes vacation and statutory holidays.

11.02 For the purpose of calculating the rate of an extended Occasional Teacher, the calculation shall be based on the number of school days in a given school year.

## ARTICLE 12 - QUALIFICATIONS

- 12.01 Category placement of extended Occasional Teachers on the Elementary Teachers' Salary Grid shall be determined in accordance with the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Program 5.
- 12.02 Documentary proof of qualifications and experience shall be incumbent on all new Occasional Teachers.
- 12.03 (a) Where an Occasional Teacher has notified the Board in writing by November 1 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.
- (b) Where an Occasional Teacher has notified the Board in writing by March 1 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

## ARTICLE 13 - RECOGNIZED TEACHING EXPERIENCE

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13.01 Previous teaching experience in Ontario or equivalent as well as previous occasional teaching experience recognized by this Board and its predecessor boards prior to March 31, 1985 shall be recognized as teaching experience for the purpose of placing an extended Occasional Teacher on the Elementary Teachers' Salary Grid.
- 13.02 In addition to Section 13.01, extended occasional teaching experience since April 1, 1985 with this Board and its predecessor boards shall be recognized as teaching experience for the purpose of placing an extended Occasional Teacher on the Elementary Teachers' Salary Grid.
- 13.03 Experience calculated shall be added to an Occasional Teacher's previous experience and shall be effective as of the next school year.

13.04 Extended occasional teaching experience accumulated following ratification of this agreement shall be calculated on the basis of 194 days equal one year and shall be recorded each September 1st. Teaching experience under Sections 13.01 and 13.02 shall be cumulative from year to year and shall be calculated as follows:

- (a) each full year of experience shall count as one (1) year;
- (b) any remaining fraction of a year shall be calculated as follows:
  - i) less than 80 days in a given year --- No credit
  - ii) 80 days and less than 160 days in a given year --- 1/2 year credit
  - iii) over 160 days in a given year --- 1 year credit

13.05 A list of experience levels for all Occasional Teachers on the list the previous school year, will be provided to the Local President before the start of the next school year.

#### **ARTICLE 14 - REPORTING PAY**

14.01 An Occasional Teacher who reports for an assignment and for whom no teaching assignment ~~is~~ available shall be paid for one-half (1/2) day and shall be assigned professional duties by the principal for one-half (1/2) day provided the Occasional Teacher accepts the assignment given by the principal for that half day.

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14.02 An assignment of an Extended Occasional Teacher shall not be deemed to have been interrupted if the Occasional Teacher ~~is~~ not required to be present in the school due to special circumstances such as climatic conditions or mechanical breakdown

14.03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid half of the applicable daily rate of pay if the school closes in the A.M. and the full salary of the applicable daily rate of pay if they are scheduled to work in the P.M. and the school closes in the P.M.

## ARTICLE 15 - BENEFITS

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- 14g
- 15.01 (a) Extended Health Care Benefits and basic Dental benefits as stipulated in the Elementary Teachers' Collective Agreement will be extended to Occasional Teachers who have been in the same assignment for more than three (3) consecutive months and who have decided to enrol in the plans for the duration of the assignment.
- (b) If the assignment is known in advance to exceed three (3) months, the premium cost will be paid at the commencement of the assignment.
- (c) If the assignment is not known to exceed three (3) months, the premium cost will be paid at the commencement of the fourth (4th) month or as soon as it becomes known that the assignment **will** exceed three (3) months.
- (d) The Board's share of the benefits provided by Subsection 15.01 (a) for an employee working less than full-time will be prorated in the same ratio as the part-time employment relates to the full-time employment.

## ARTICLE 16 - PAID SICK LEAVE

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- 16.01 Each Occasional Teacher on an extended teaching assignment shall be granted a prorated number of days of sick leave. The number of sick leave days shall equal the total number of days on the assignment divided by ten (10). Such leave will be credited at the end of each month of the assignment. Unused sick leave credits will be carried over from one extended occasional teaching assignment to another within each school year but they will not be carried over from one school year to another.
- 16.02 Leaves under Article 16 shall not be considered as having interrupted the Occasional Teacher's extended assignment.

**ARTICLE 17 - LEAVE OF ABSENCE**

17.01 An Occasional Teacher may be granted a leave of absence up to one (1) school year. The Occasional Teacher's name will be removed from the Occasional Teachers' List for the period of the leave and will be added to the List upon the Occasional Teacher's termination of the leave.

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17.02 The leave of absence shall not interrupt the continuance of employment of the Occasional Teacher with the Board.

**ARTICLE 18 - FEDERATION BUSINESS**

18.01 The Board will bill the Federation if the Local requests that an Occasional Teacher be released from Occasional Teacher responsibilities for Federation business. That Occasional Teacher will be paid the appropriate rate and the Board will bill the Federation to recover the cost.

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**ARTICLE 19 - MISCELLANEOUS LEAVES FOR EXTENDED OCCASIONAL TEACHERS**

19.01 (a) An Extended Occasional Teacher will be allowed leave without loss of salary as described hereunder:

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(i) Up to four (4) days of compassionate leave in the event of the death of a spouse, parent, child, guardian, step-mother, step-father, brother, sister, mother-in-law, father-in-law, daughter-in-law and son-in-law

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(ii) Up to one ~~day~~ day of compassionate leave for the attendance of the Extended Occasional Teacher at the funeral of an aunt, uncle, grandparent, grandchild, niece, nephew, brother-in-law and sister-in-law.



(b) An Extended Occasional Teacher will be allowed leave without loss of salary for the following:

- (i) jury duty
- (ii) quarantine
- (iii) subpoena

(c) An Extended Occasional Teacher will be allowed leave with **loss** of salary for the following:

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- (i) Leave for one ~~day~~ to attend the funeral of a close friend.
- (ii) examination
- (iii) graduation

19.02 Leaves under this Article, as well as an appearance in a grievance-arbitration proceeding, shall not be considered as having interrupted the Occasional Teacher's extended assignment.

## ARTICLE 20 - PARENTAL LEAVE

20.01 Pregnancy/Adoption/Parental Leave

(a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the *Employment Standards Act*.

(b) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. 

(c) (i) The maximum length of a pregnancy/adoption/ parental leave shall not exceed ~~two~~ (2) years and shall terminate on a date mutually agreed to by the Occasional Teacher and the Superintendent of Education. The return date will be determined prior to the commencement of the leave.

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(ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by an Occasional Teacher. Such leave to terminate on a date mutually agreed by the Occasional Teacher and the appropriate Superintendent but not to exceed beyond the end of the school year.

(d) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the *Employment Standards Act*, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (c) (i) or (ii) above.

- (e) An Occasional Teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the *Employment Standards Act*.
- (f) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience.
- (g) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- (h) The pregnancy/adoption/parental leave shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.

## **ARTICLE 21 - GRIEVANCE-ARBITRATION PROCEDURES**

- 21.01 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- (b) A "party" shall be defined as
- (i) Bargaining Unit
  - (ii) The Board
- (c) "days" shall mean regular work days unless otherwise indicated.
- 21.02 An Occasional Teacher shall have the right to have present a representative from the Union to assist the Occasional Teacher at any stage in this grievance and arbitration procedure.
- 21.03 Procedure- Informal Stage  
Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher with the Principal within ten (10) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.



### Step One

The Bargaining Unit may initiate a written grievance with the appropriate Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) A description of how the alleged dispute is in violation of the Collective Agreement; AND
- (ii) A statement of the facts to support the grievance; AND
- (iii) The relief sought; AND
- (iv) The signature of the duly authorized official of the Bargaining Unit.

### Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director's Council. The Director's Council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

- 21.04 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the fifteen (15) days will result in forfeiture of rights to the grievance procedure.

- 21.05 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of Occasional Teachers who are affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit at Step Two. The President of the Bargaining Unit, after

discussing the grievance with the Bargaining Unit Executive, shall provide a response in writing within ten (10) days after receipt of the grievance.

21.06 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an Arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Board affected by it.

The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator shall have the powers as outlined in the Labour Relations Act.

Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

21.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

21.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

21.09 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without **loss** of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

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21.10 Cost of Arbitration

The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

21.11 Grievance Mediation

Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

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## ARTICLE 22 - STRIKES AND LOCKOUTS

22.01 The parties agree that there will be ~~no~~ strikes or lockouts during the term of this Agreement.

## ARTICLE 23 - REPRESENTATION

23.01 The Board agrees that it will deal solely with the Greater Essex County Occasional Teachers' Local or its duly authorized agents in all matters pertaining to the administration and interpretation of this Agreement.

23.02 The Board shall provide the Union with access to the Board's internal mail services.

23.03 The Board shall provide bulletin board space in each school for the posting of notices which may be of interest to Occasional Teachers.

## ARTICLE 24-OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE

24.01 (a) The Board and the Greater Essex County Occasional Teachers' Local shall establish a committee to be known as the Occasional Teacher-Board Relations Committee. The Committee will be comprised of three (3) representatives from the Board and the Local President and ~~two~~ (2) members from the Occasional Teachers' Local.

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- (b) The Committee shall meet regularly for the purpose of considering matters pertaining to or arising out of the Collective Agreement and any matter affecting or likely to affect Occasional Teacher-Board relations.
- (c) This Committee does not in any way form part of the grievance-arbitration procedure set forth in the Collective Agreement and no matter which is the subject of a grievance or arbitration in progress shall be the subject of discussion at a meeting of this Committee.
- (d) This Committee shall convene within thirty (30) days of a request of either party, to discuss matters of concern.

**ARTICLE 25 - PROFESSIONAL ACTIVITY**

- 25.01 When an Extended Occasional Teacher is requested to be present on a professional activity day, with the prior approval of a Superintendent, the Occasional Teacher shall participate in the activities for that day and it shall be considered as part of the current assignment. A Professional Development Day shall not break the continuity of an assignment.
- 25.02 The Board shall provide information to the Occasional Teachers' Local President about Board sponsored workshops, courses and curriculum meetings. Occasional Teachers may participate on a voluntary basis subject to the availability of space.
- 25.03 The Board shall provide information to the Occasional Teachers' Local President about the activities planned for each professional activity day. Occasional Teachers may participate on a voluntary basis subject to the availability of space.

**ARTICLE 26 - DURATION**

- 26.01 This Agreement shall be in effect from ~~September 1, 2000~~ and shall continue in full force up to and including August 31, 2001 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Agreement, in accordance with The Ontario Labour Relations Act.

- 26.02 Notwithstanding the period of notice cited in the above Article, either party may notify the other, in writing, within the period commencing March 20, prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 26.03 If either party gives notice of its desire to negotiate amendments in accordance with this section, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 26.04 This Agreement shall supersede all previous Agreements and shall form the basis of computing all salaries and other conditions defined herein.
- 26.05 Subject to the Ontario Labour Relations Act, no changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to the Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

Lated at WINDSOR, ONTARIO the

day of 2001.

FOR THE GREATER ESSEX  
COUNTY DISTRICT SCHOOL  
BOARD

GREATER ESSEX COUNTY  
ELEMENTARY OCCASIONAL  
TEACHERS' LOCAL

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Chairperson of the Board

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Chief Negotiator ETFO

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Chairperson of the  
Negotiations Policy Committee

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President ETFO  
Occasional Teachers' Local

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Director and Secretary  
of the Board

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Negotiation Team Member

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Treasurer

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Negotiation Team Member

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Chief Negotiator

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Negotiation Team Member

12381(02)

OFFICE OF  
SEP 06 2001  
COLLECTIVE BARGAINING  
INFORMATION

MEMORANDUM OF SETTLEMENT  
BETWEEN  
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
AND  
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
Occasional Teachers

1. The parties agree that the terms of this Memorandum of Settlement constitute full and final settlement of all matters in dispute between them concerning the renewal of the Collective Agreement for the period September 1, 2000 to August 31, 2001.
2. The Collective Agreement between the parties shall contain the terms and conditions found in the 1998-2000 Collective Agreement between the Greater Essex County District School Board and the ETFO except as previously agreed and amended in the attached document, subject to any errors or omissions.
3. The attached provisions and all provisions agreed prior to this date shall have effect as of September 1, 2000 unless otherwise specified.
4. The members of both negotiating teams undertake to unanimously recommend acceptance of the terms of this settlement to their respective principals.

Signed in Windsor, Ontario, this 30th day of May, 2001.

FOR THE GREATER ESSEX COUNTY  
DISTRICT SCHOOL BOARD

FOR THE ELEMENTARY TEACHERS'  
FEDERATION OF ONTARIO  
REPRESENTING OCCASIONAL  
TEACHERS

*[Signature]*

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CERT. FILE	
CERT. DATE	
MALE EMPS	
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TOTAL EMPS	
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EXP. DATE	31-AUG-01
CODING CONTROL	DATE CODER
CONTROL CODED	

*[Signature: Peter Deed]*

*[Signature: Ian Kidd]*

*[Signature: Jean Klueck]*

*[Signature: P. Cross]*

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Received - union	<input type="checkbox"/>
Received - employer	<input checked="" type="checkbox"/>
Received - other	