

COLLECTIVE AGREEMENT

between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

(hereinafter called "The Board")

and

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL**

(hereinafter called "The Occasional Teachers")

EFFECTIVE PERIOD: 12381 (05)

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

INDEX

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|--|-------------|
|----------------|--|-------------|

| | | |
|----|---|----|
| 1 | Purpose and Scope | 4 |
| 2 | Recognition | 4 |
| 3 | Definitions..... | 5 |
| 4 | Union Dues and Assessments | 6 |
| 5 | Management Rights | 6 |
| 6 | Access to Information | 7 |
| 7 | Collective Agreement | 8 |
| 8 | Working Conditions..... | 8 |
| 9 | Calling Occasional Teachers for Long-term Occasional Teaching Assignments..... | 10 |
| 10 | Elementary Teaching Vacancies | 11 |
| 11 | Rates of Pay | 12 |
| 12 | Qualifications..... | 12 |
| 13 | Recognized Teaching Experience..... | 13 |
| 14 | Reporting Pay..... | 14 |
| 15 | Benefits | 14 |
| 16 | Paid Sick Leave..... | 15 |
| 17 | Leaves of Absence | 15 |
| 18 | Federation Business | 15 |
| 19 | Miscellaneous Leaves for Long-Term Occasional Teachers..... | 16 |
| 20 | Parental Leave..... | 16 |
| 21 | Grievance and Arbitration Procedure | 17 |
| 22 | Strikes and Lockouts..... | 20 |
| 23 | Representation..... | 20 |
| 24 | Occasional Teacher – Board Relations Committee | 20 |
| 25 | Professional Activity..... | 20 |
| 26 | Criminal Background Checks | 21 |
| 27 | Occupational Health and Safety..... | 21 |
| 28 | Workplace Safety and Insurance | 22 |
| 29 | Duration | 22 |

INDEX

ARTICLE

PAGE

| | |
|--|----|
| Letter of Understanding – Full-Year Leaves | 24 |
| Letter of Understanding – Professional Development..... | 25 |
| Letter of Understanding – Cancelled Assignments | 26 |
| Letter of Understanding – Fifth Disease | 27 |
| Letter of Understanding – Occupational Health and Safety Act | 28 |

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 Long-Term 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.
- 2.06 During an orientation session, the Union will be given an opportunity to address new elementary occasional teachers on matters that relate to their relationship with the Union.
- 2.07 (a) The Board recognizes that the President and designates of the Local may be required to be unavailable for teaching assignments due to Federation business.

- (b) The Board agrees that all days of Federation release time for the President of the Local shall be recognized as teaching days in the calculation of experience (Article 13).

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 (a) "Long-Term 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.
 - (b) Interrupted Long Term Assignment
In the event that a Long-Term Occasional Teacher's assignment is interrupted by the regular teacher's return for a period of ten (10) days or less, and the regular teacher again becomes unavailable, for the same initial reason, the same Occasional Teacher will be rehired, if available, and the long-term assignment will be deemed to be uninterrupted.
- 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

- 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 employee identification number, 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 employee identification number, 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 October 15th each year, a letter stating the total number of days of elementary casual and long-term 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 (a) 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. The Occasional Teacher shall be informed of their right to have union representation at this meeting.
- (b) Such cause shall be communicated in writing to the Occasional Teacher with a copy to the President of the Local and the appropriate Superintendent, within ten (10) working days from the time the teacher is informed of such action.
- (c) If an Occasional Teacher is required to attend a discipline meeting and attendance at this meeting causes the Occasional Teacher to miss a scheduled assignment the Occasional Teacher will be paid for that assignment.
- 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.
- 5.06 The Board agrees that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of Union membership or as highlighted within the Ontario Human Rights Code, such as ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, familial status or handicap.

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 Department. A Federation official may accompany the member if requested by the member.
- 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. If the Occasional Teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources, or designate, within a reasonable time from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or designate, shall, at the written request of the Occasional Teacher, notify all persons who received a report based on the inaccurate information of any amendments.
- 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 Department.
- 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 Superintendent of Human Resources, may request that disciplinary materials and adverse reports be removed from his/her personnel file. The Superintendent of Human Resources shall respond in writing, within (20) school days or as extended by mutual consent, as to whether or not such request shall be granted. Where the request is denied, the Superintendent of Human Resources shall provide the reason for the denial, in writing, to the Occasional Teacher.

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.
- 7.03 The Board shall provide new employees with a copy of the Collective Agreement in effect at the date of hire.

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 250 including 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.
- (d) The Board shall provide the Local with a list of all long-term teaching assignments by October 15th, January 15th and April 15th, with the start and end dates, where known, listed for each assignment.
- (e) The Board shall report to the President of the Local the number of emergency occasional teachers used by October 15th, January 15th, April 15th and June 15th.
- 8.05 (a) Before implementing changes to the method of calling Occasional teachers there will be consultation with the Union.
- (b) The method of calling Occasional Teachers 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:
- (a) Map of school
- (b) School's discipline policy
- (c) Class list for assignment
- (d) School times for entry/dismissal
- (e) School procedures
- (f) Yard duty schedule
- (g) Room key, if necessary
- 8.08 The timetable for an occasional teacher will be the same as the timetable of a teacher being replaced.

- 8.09 The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given and will endeavour on the first day of an assignment, not to assign early morning yard duty and to not assign lunch time duty if the assignment is afternoon only.
- 8.10 The Board shall provide each Occasional Teacher with at least a forty (40) minute uninterrupted lunch period per day, free from duty.
- 8.11 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.
- 8.14 It is the Board's obligation to ensure that every teacher is free from harassment in the workplace.
- 8.15 Following a request in writing, Occasional Teachers who have applied unsuccessfully for three consecutive years for regular teaching positions will be given one opportunity to discuss their status and prospects with the Superintendent of Education or designate.
- 8.16 It is understood that extra-curricular activities are voluntary.
- 8.17 (a) When Long-term Occasional Teachers are requested to complete report cards, they will be provided with the necessary training.
- (b) When a long-term occasional teaching assignment is completed prior to the required date for report cards to be submitted and the principal requires an occasional teacher to complete report cards, the occasional teacher shall be paid one day at the rate of pay they received in the assignment.

ARTICLE 9 - CALLING OF OCCASIONAL TEACHERS FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

- 9.01 (a) A list of all Occasional Teachers who are available for long-term 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) (i) When it is predetermined by at least twenty (20) school days in advance of the start of the absence that a long-term occasional teacher will be required for a

continuous period of three (3) months or more such vacancy shall be posted for ten (10) calendar days. A copy shall be forwarded to the Union.

(ii) The Board commits to posting by June 15th a list of all known long-term occasional assignments which are a minimum of three (3) months in duration for the following school year. The posting shall be for ten (10) calendar days. Occasional teachers who wish to declare their interest for all the posted positions for which they hold the necessary qualifications may do so, but may not apply for individual positions. Applicants will further declare on this posting their interest in any contract position which may arise during the following school year as well as indicating their geographic area(s) of preference.

(c) Only qualified, Non-Probationary Occasional Teachers, covered under this agreement, who are members in good standing with the Ontario College of Teachers, will be hired for long-term occasional teaching assignments with the Greater Essex County District School Board.

9.02 Where an occasional teacher is called for an assignment which then becomes a long-term assignment, the occasional teacher shall be given consideration in the hiring for that particular assignment.

9.03 The Board shall only call Occasional Teachers whose names are on the Board's Occasional Teachers' List to replace teachers who are absent or unable to perform their duties, except in emergency situations, in accordance with the Education Act.

9.04 When the Board employs a long-term occasional teacher, it shall provide him/her with information concerning the start and projected end dates of the assignment, and the nature of the position. Changes to the specified dates shall be communicated to the occasional teacher. In the event the teacher being replaced wishes to return prior to the anticipated original date of return, the occasional teacher will be given five (5) days notice or placed on priority call out in lieu of notice. In order to continue at grid rate for an LTO, while on priority call out, the occasional teacher must accept all assignments offered.

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

| Date | Base Rate | Vacation | Statutory Holidays | Total |
|------------|-----------|----------|-----------------------|----------|
| 2008-09-01 | \$184.38 | \$7.37 | \$5.53 | \$197.28 |
| 2009-09-01 | \$194.51 | \$7.78 | \$5.84 | \$208.13 |
| 2010-09-01 | \$200.35 | \$8.01 | \$6.01 | \$214.37 |
| 2011-09-01 | \$206.36 | \$8.26 | \$6.19 | \$220.81 |
| 2012-08-31 | \$210.36 | \$8.41 | \$6.31 | \$225.08 |

(b) Qualified Long-term Occasional Teacher Rate

A Long-term 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 long-term 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 long-term Occasional Teacher includes vacation and statutory holidays.

11.02 (a) For the purpose of calculating the rate of a long-term Occasional Teacher, the calculation shall be based on the number of school days in a given school year.

(b) The current elementary teachers' salary grid shall be forwarded, electronically, to the local president. An updated copy shall be sent electronically within 30 days of any changes.

ARTICLE 12 - QUALIFICATIONS

12.01 Category placement of Long-term 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

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 a Long-term Occasional Teacher on the Elementary Teachers' Salary Grid.

13.02 (a) In addition to Section 13.01, long-term 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 a long-term Occasional Teacher on the Elementary Teachers' Salary Grid.

- (b) In addition to section 13.01, short term (daily) occasional teaching experience with the Greater Essex County District School Board accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a Long-term 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 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

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.
- 14.02 An assignment of a Long-term 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 (a) 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.
- (b) No member who has been given a job number for an assignment will lose pay or sick leave credits due to an emergency school closure, providing there is no other assignment available.
- (c) Efforts will be made to reassign casual occasional teachers in the event of emergency school closures.
- 14.04 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he/she arrives within a reasonable time of receiving such late request.

ARTICLE 15 - BENEFITS

- 15.01 (a) Extended Health Care Benefits and Basic Dental, Vision and Semi-Private 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 enroll 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.

15.02 An occasional teacher who has worked a minimum of sixty (60) days in the previous school year is eligible to enroll in the Board's benefit plan. The occasional teacher must notify the Board no later than July 15th of his or her intention to enroll. The occasional teacher accepted into the plan shall remain enrolled for a minimum of one year. The occasional teacher shall provide the Board with an automatic bank withdrawal and the full cost of the premiums shall be deducted one month in advance. An occasional teacher who has enrolled in the plan, shall be terminated from the plan if that teacher goes two years without working a minimum of sixty (60) days.

ARTICLE 16 - PAID SICK LEAVE

- 16.01 (a) Each Occasional Teacher on a long-term 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.
- (b) Unused sick leave credits are cumulative to a maximum of 20, and shall be carried over from one long-term occasional teaching assignment to another.
- (c) Requests for absence due to organ/tissue donation are to be made directly to the Superintendent of Human Resources.
- 16.02 Leaves under Article 16 shall not be considered as having interrupted the Occasional Teacher's long-term assignment.
- 16.03 Sick days covered under Article 16 will be considered to count toward days of experience gained when calculations are done at the end of the school year.

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.
- 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.

ARTICLE 19 – MISC. LEAVES FOR LONG-TERM OCCASIONAL TEACHERS

19.01 (a) A long-term occasional teacher will be allowed leave without loss of salary as described hereunder:

- (i) Up to five (5) days compassionate leave in the event of the death of a spouse, parent, child, guardian, step-mother, step-father, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, daughter-in-law and son-in-law, foster child and total dependant.
- (ii) Up to three (3) days compassionate leave for the attendance of the long-term occasional teacher at the funeral of a grandparent, grandchild, brother-in-law and sister-in-law.

(b) A long-term occasional teacher will be allowed leave without loss of salary for the following:

- (i) jury duty
- (ii) quarantine
- (iii) subpoena
- (iv) birth or adoption (2 days)

(c) A long-term occasional teacher will be allowed leave without loss of salary (up to one (1) day) for the following:

- (i) up to one (1) day compassionate leave for the funeral of a close personal friend or relative not mentioned above.
- (ii) examination
- (iii) graduation

(d) Effective September 2006, a long-term occasional teacher will be allowed up to two (2) personal leave days in a school year. The long-term occasional teacher shall reimburse the Board for the cost of the short-term occasional teacher employed on the day of the personal leave.

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 long-term 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.
 - (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 and ARBITRATION PROCEDURE

- 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 Two.

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 (1) 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.

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.

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.

(b) The Committee shall meet once every three months 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 Should a Professional Activity/Development Day occur at the end of a long-term assignment (including the end of a school term), the Professional Activity/Development Day shall be considered as part of the long term. The occasional teacher will participate in the school's activities or professional development for that day(s) and be paid at the rate of pay received in the 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.
- 25.04 A Long-term Occasional Teacher will be eligible to attend Professional Development Activities related to the current assignment based on space availability.

ARTICLE 26 - CRIMINAL BACKGROUND CHECK

- 26.01 The District School Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to *Regulation 521/2001 of the Education Act*.
- 26.02 The District School Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law, are stored in a secure location and in a completely confidential manner.
- 26.03 The Board shall not release any information about an Occasional Teacher obtained pursuant to *Regulation 521/2001 of the Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 27 – OCCUPATIONAL HEALTH AND SAFETY

- 27.01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- 27.02 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. In accordance with the above, the Board will notify the bargaining unit President or designate as soon as is reasonably possible, when an employee is taken by ambulance to hospital. All attempts will be made to do this by the end of the workday.
- 27.03 An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

ARTICLE 28 - WORKPLACE SAFETY AND INSURANCE

- 28.01 (a) It is agreed that when a Long Term Occasional Teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's sick leave credits will be made at a rate equal to the top-up, not to exceed a deduction of 0.3 sick leave credits per day of absence.
- (b) Long Term Occasional Teachers who receive payments under Subsection 28.01 (a) will be entitled to the Board's contribution to benefits, if applicable.
- 28.02 (a) It is agreed that when a Long Term Occasional Teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.
- (b) Long Term Occasional Teachers who receive payments under Subsection 28.02 (a) and who are drawing sick leave in accordance with Subsection 28.02 (a) will be entitled to the Board's contribution to benefits, if applicable.
- 28.03 It is understood and agreed that Subsections 28.01 (a) and 28.02 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the long term occasional teacher will receive the Workplace Safety and Insurance Act benefits.

ARTICLE 29 - DURATION

- 29.01 This Agreement shall be in effect from September 1, 2008 and shall continue in full force up to and including August 31, 2012 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.
- 29.02 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.
- 29.03 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.

29.04 This Agreement shall supersede all previous Agreements and shall form the basis of computing all salaries and other conditions defined herein.

29.05 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.

Dated at Windsor, Ontario this 29th day of April 2009.

**FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**

**GREATER ESSEX COUNTY
ELEMENTARY OCCASIONAL
TEACHERS' LOCAL**

Chairperson of the Board

Chief Negotiator ETFO

Chairperson of the
Negotiations Policy Committee

President ETFO
Occasional Teachers' Local

Director and Secretary
of the Board

Negotiation Team Member

Treasurer

Negotiation Team Member

Chief Negotiator

Negotiation Team Member

Negotiation Team Member

Negotiation Team Member

LETTER OF UNDERSTANDING

BETWEEN

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL

RE: FULL-YEAR LEAVES

1. The Board and the Union agree that for the currency of the Collective Agreement effective September 1, 2008 to August 31, 2012, the Board will identify all full-year leaves, including maternity leaves, commencing each September.
2. The Board will supplement and hire occasional teachers equal to this number. New additional leaves that occur until the end of the school year will be posted. The Board will post positions that are identified from the date of execution of this Letter of Understanding, for maternity leaves during the balance of the school year.
3. These positions will be posted on First Class. Candidates will express an interest and if qualified and meet with the approval of the Superintendent, the position will be granted.

Signed at Windsor, Ontario, this 29th day of April 2009

For the Board:

For the Union:

LETTER OF UNDERSTANDING

BETWEEN

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL

RE: PROFESSIONAL DEVELOPMENT

The Board agrees to meet with representatives of the Bargaining Unit annually to plan Professional Development for Elementary Occasional Teachers.

It is understood that the Professional Development activities shall be voluntary for occasional teachers and shall be unpaid.

Signed at Windsor, Ontario, this 29th day of April 2009

For the Board:

For the Union:

LETTER OF UNDERSTANDING
BETWEEN
GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
ELEMENTARY TEACHERS FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL

RE: CANCELLED ASSIGNMENTS

If an assignment is cancelled within one (1) hour of the start time of the assignment, the occasional teacher will accept the alternate assignment as determined by the Board. In the event there are no alternate assignments available the occasional teacher shall be re-assigned in accordance with article 14.01.

Notwithstanding the above, cancelled assignments due to system closure will be excluded.

This Letter of Understanding will expire on August 31, 2012.

Signed at Windsor, Ontario, this 29th day of April 2009

For the Board:

For the Union:

LETTER OF UNDERSTANDING

BETWEEN

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL

RE: FIFTH DISEASE

When a long-term occasional teacher is working in a school where fifth disease has been confirmed and the long-term occasional teacher may be at risk, the long-term occasional teacher will be offered the opportunity to be placed on a priority call out for TESS.

When a casual occasional teacher accepts an assignment and upon arrival is notified that there is a confirmed case of Fifth Disease in the school and the occasional teacher may be at risk, the casual occasional teacher shall have the right to decline the assignment and will be offered the opportunity to be reassigned provided there is an open assignment available that day.

Signed at Windsor, Ontario, this 29th day of April 2009

For the Board:

For the Union:

LETTER OF UNDERSTANDING
BETWEEN
GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
GREATER ESSEX COUNTY OCCASIONAL TEACHERS' LOCAL

RE: OCCUPATIONAL HEALTH AND SAFETY ACT

The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

Dated at Windsor this 12th day of May 2009.

For the Board:

For the Union:

