

COLLECTIVE AGREEMENT

BETWEEN

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

Representing

**The Occasional Teachers
of the Elementary Teachers' Federation of Ontario**

**Employed by the Board
(hereinafter called the "Local")**

AND

**THE LAMBTON KENT DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")**

September 1, 2008

to

August 31, 2012

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
OCCASIONAL TEACHERS' AGREEMENT**

TABLE OF CONTENTS

ARTICLE 100	4
PURPOSE	4
ARTICLE 200	4
SCOPE AND RECOGNITION	4
ARTICLE 300	4
DEFINITIONS	4
ARTICLE 400	6
UNION DUES AND ASSESSMENTS	6
ARTICLE 500	6
RIGHTS AND RESPONSIBILITIES OF THE PARTIES	6
ARTICLE 600	8
UNION MEMBERSHIP	8
ARTICLE 700	8
TERM OF AGREEMENT	8
ARTICLE 800	9
OCCASIONAL TEACHER LIST	9
ARTICLE 900	10
AGE OF RETIREMENT	10
ARTICLE 1000	11
LEAVES OF ABSENCE	11
ARTICLE 1100	14
PROFESSIONAL ACTIVITY DAYS	14
ARTICLE 1200	14
JOB VACANCIES	14
ARTICLE 1300	16
WORKING CONDITIONS	16
ARTICLE 1400	16
RATES OF PAY	16
ARTICLE 1500	19
BENEFITS	19
ARTICLE 1600	21
UNION LEAVE	21
ARTICLE 1700	21
ACCESS TO INFORMATION	21

ARTICLE 1800	22
TEACHING ASSIGNMENTS	22
ARTICLE 1900	23
GRIEVANCE PROCEDURE	23
ARTICLE 2000	26
HEALTH AND SAFETY	26
Memorandum of Settlement	27
Letter of Understanding.....	28
Letter of Understanding.....	29
Letter of Understanding.....	30

**ARTICLE 100
PURPOSE**

- 101** It is the purpose and intent of the Parties in this Collective Agreement hereinafter referred to as the Agreement to set forth the terms and conditions of employment together with salaries, allowances and benefits which govern the Elementary Occasional Teachers who are covered by this Agreement.

**ARTICLE 200
SCOPE AND RECOGNITION**

- 201** The employer being the Lambton Kent District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel.

The Board recognizes the negotiating team of the Local as the party authorized to negotiate on behalf of the Union.

The Union will inform the Board on a yearly basis of who is authorized to act on behalf of the Union.

- 202** All Elementary Occasional Teachers shall be covered by this Agreement including part-time elementary teachers when employed as Occasional Teachers.
- 203** 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 it in all matters pertaining to the negotiation and administration of this Collective Agreement. The Local recognizes the right of the Board to similar representation in this Collective Agreement.

**ARTICLE 300
DEFINITIONS**

- 301** **Occasional Teacher** shall bear the meaning given in the Education Act. They shall be a member in good standing with the College of Teachers.
- 302** **A Long-Term Occasional Teacher** means an occasional teacher who is employed for an extended period of time in the same position. The days to long-term shall be ten (10) or more consecutive days.

- 303 Broken Long-Term:** 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 subsequently be rehired, if available, and the long-term assignment will be deemed to be uninterrupted.
- 304 A Short-Term Occasional Teacher** means an Occasional Teacher who is required to teach for a period that is less than ten (10) consecutive teaching days and is hired on a day-to-day basis.
- 305 Occasional Teacher List** shall mean a list of Occasional Teachers who have been hired by the Board as Occasional Teachers in the elementary panel in Lambton Kent.
- 306 Probationary Occasional Teacher** refers to a newly hired or rehired Occasional Teacher. Probationary Occasional Teachers shall serve a probationary period of twenty (20) days of teaching. During the probationary period, the Occasional Teacher shall be entitled to all rights and privileges of this Agreement. The employment of such Occasional Teachers may be terminated with just and sufficient cause at any time during the probationary period with recourse to the grievance procedure.
- 307 "Board"** shall mean the "Board" and its predecessors.
- 308 Seniority** shall be based on the first day worked after being placed on the active Occasional Teacher List. Where there is a tie, the more senior Occasional Teacher shall be determined by using the following qualifiers in the order shown:
1. Date of first hire by the Lambton, Kent, or Lambton Kent Board as an Occasional Teacher in the Elementary panel.
 2. Total number of days worked as an Elementary Occasional Teacher for the Lambton, Kent, or Lambton Kent Boards.
 3. Where there is still a tie, the senior Occasional Teacher shall be determined by lot by the Superintendent in the presence of the Local's President.
- 309 School Day** shall mean any instructional day and any professional activity day.

**ARTICLE 400
UNION DUES AND ASSESSMENTS**

- 401** On each pay date on which an employee is paid the Board shall deduct from each Occasional Teacher the ETFO dues and any dues chargeable by the Local or an equivalent amount. The amounts shall be determined by ETFO and/or 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.
- 402** The ETFO dues deducted in 401 shall be remitted to the General Secretary of ETFO no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Number, annual salary, the number of days worked, salary for the period, and the amounts deducted. A copy of the above shall be forwarded to the Lambton Kent Occasional Teacher President.
- 403** Dues specified by the Local in 401, if any, shall be deducted and remitted to the Treasurer of ETFO-LKOT, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, the Social Insurance Number, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 404** 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.

**ARTICLE 500
RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

- 501** The Union recognizes that it is the function of the Board to manage the affairs of its school system and all rights shall remain exclusively with the Board, except as specifically limited by the provisions of this Collective Agreement. Without restricting the rights set out above, the Union recognizes the rights of the Board to hire, direct, and classify all Occasional Teachers and the right to discipline and discharge, for just cause, any Occasional Teacher subject to the right of an Occasional Teacher to lodge a grievance in a manner and to the extent herein provided.

502 JUST CAUSE

(a) No Occasional Teacher shall be demoted, discharged, or be disciplined in any way without just cause. Such cause shall be provided to the Occasional Teacher in writing, within five (5) working days from the time the Occasional Teacher is informed of any such action. The five (5) working days will be ten (10) calendar days during the summer break.

(b) Prior to the imposition of any of the actions listed in (a), there shall be a meeting held between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have a representative of the Union present.

(c) An Occasional Teacher given a suspension pending the outcome of an investigation shall be paid during the suspension period. Pay during the suspension period will be based on the average amount of pay during the previous four (4) weeks preceding the date of the offence.

503 EVALUATIONS

The Superintendent charged with the responsibility for elementary school operations and for elementary Occasional Teacher evaluations will establish a committee with representation from the Local. This committee will assist the Superintendent in the development of a uniform evaluation procedure for Occasional Teachers.

504 Only supervisory officers, elementary Principals and Vice-principals, who are members of the Ontario College of Teachers, shall evaluate an Occasional Teacher.

505 If there is a dispute as to the accuracy of any material on file, said dispute may be the subject of a grievance.

506 DURATION OF LONG-TERM ASSIGNMENT

(a) The starting and ending dates of any long-term occasional assignment shall be agreed upon by the Occasional Teacher and the Board prior to the commencement of the assignment. Any change to these dates shall be by written agreement.

(b) The Board shall provide at least two weeks' notice or two weeks' pay in lieu of notice to the Occasional Teacher should it become necessary to shorten the assignment.

507 STRIKE AND LOCKOUT

(a) The Board and the Union agree that there shall be no strike or lockout for the term of this Agreement. Strike and Lockout shall be as defined in the Ontario Labour Relations Act.

(b) An Occasional Teacher who declines to cross a picket line will not be subject to disciplinary action but will not be eligible for payment for any day not worked.

508 Occasional Teachers shall not be requested to transport students in their personal vehicle or any other vehicle.

ARTICLE 600 UNION MEMBERSHIP

601 (a) All employees shall, as a condition of employment, maintain their Union membership, and remain Union members in good standing.

(b) New employees shall be provided by the Board with a copy of the current Collective Agreement in effect at the date of hire.

602 The Board agrees not to penalize or discriminate against any Board employee for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

603 Upon ratification of a new Collective Agreement, the Board shall post for the use of members a copy of the Collective Agreement on the Board's Web Site.

ARTICLE 700 TERM OF AGREEMENT

701 This Agreement shall be effective from September 1, 2008 and remain in effect until August 31, 2012 and shall continue automatically thereafter as specified in the prevailing statutes, unless either Party notifies the other, in writing, within 90 (ninety) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modification of this Agreement. If notice is given, the Parties shall meet within thirty (30) days from the giving of notice.

702 It is understood and agreed that, in the event that a new Agreement has not been reached by the expiry date of this Agreement, the Board and the Union shall be governed by the terms of the Labour Relations Act.

703 This document constitutes the entire Agreement between the Union and the Board. Any amendments to the articles defined herein shall be in writing and by mutual consent of the Parties. The Parties, as determined by their respective bargaining procedures, can make no change to this agreement without submitting the changes for ratification.

ARTICLE 800
OCCASIONAL TEACHER LIST

- 801** Only those Occasional Teachers whose names are on the List shall be called for short-term and long-term occasional teaching.
- 802** (a) To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must have an Ontario Teaching Certificate and must be a member, in good standing, of the College of Teachers.
- (b) All certification and required documentation must be submitted before a candidate's name is placed on the Occasional Teacher List.
- (c) Qualified Occasional Teachers shall replace Teachers who are absent, except as provided by Ontario Statutes.
- (d) Teachers of home instruction, paid by the Board to teach elementary pupils, who were hired from the Occasional Teacher List will have dues deducted for such employment in accordance with Article 401.
- 803** (a) Occasional Teachers shall notify the Human Resources Department of the Board, in writing, of any changes of name, address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- (b) The Board agrees to review the composition of the Occasional Teacher List by September 15th of each school year to ensure that it contains only the names of those Occasional Teachers available to teach for the Board.
- (c) The List shall also include the names of Occasional Teachers on long-term assignments and extended leaves who will be listed as unavailable. Where possible, a return to work date will be indicated. A copy of the updated list will be provided electronically to the Local.
- 804** (a) The Occasional Teacher List in existence on September 15th in each school year shall be the List for the duration of that school year subject to the Board having the right to add to the Occasional Teacher List to meet program needs and/or recruit teachers who have qualifications in an area where a teaching shortage exists. The Board shall consult the Local when additions to the Occasional Teacher List are needed. The Local will receive written notice of all newly-hired Occasional Teachers or deletions to the Occasional Teacher List as they occur.
- (b) School administration will have access to the list of Occasional Teachers and a specific list of those teachers willing to supply in a particular school through LKARS. Confidential information will not be posted.

805 (a) On or about September 15th and January 15th of each school year, and as requested by the President of the Local, the Board will provide the Local with the names, addresses, home telephone number, call back number, working locations, classification (grades and/ or subject areas) of all Occasional Teachers on the Occasional Teacher List.

(b) The Union will be provided an electronic file to facilitate their mail label production. This file shall be forwarded to the Union on request.

(c) The Board shall provide the Local with a list of all Long-Term teaching assignments on a monthly basis with the start and end dates, where known, listed for each assignment.

(d) Any information regarding the status of a Member which can be made available, any information which is public information because it has been part of a Board report in public session, and any information regarding teacher salaries will be provided to the Bargaining Unit upon written request.

806 (a) Occasional Teachers and part-time Elementary Teachers on the list must confirm and /or update their LKARS profile and intention to remain on the list for the next school year by accessing the information through the LKARS site. Confirmation of this information must be completed through the Board email (Groupwise), or by written notice by May 31st of each year. Failure to comply shall constitute removal from the Occasional Teacher List with no grievance rights.

(b) Any Occasional Teacher who has not taught one (1) day in the previous school year, shall be removed from the Occasional Teacher List, except those who have been granted an extended leave in Article 1002(b) and/or Article 1005. Also, one (1) day of Federation Release Time granted to Occasional Teacher Local Representatives will be equivalent to one (1) day of teaching. The Board will be notified of the name(s) of any affected Union representatives by June 30th.

(c) Five(5) hours of home instruction will be equivalent to one (1) day of teaching for the purpose of staying on the Occasional Teacher List.

ARTICLE 900 AGE OF RETIREMENT

901 The normal retirement date for all employees shall be the end of the month in which the employee reaches age 65.

**ARTICLE 1000
LEAVES OF ABSENCE**

Except as otherwise specified all clauses in 1001 to 1005 dealing with leaves refer to Long-Term Occasional Teachers only.

1001 SICK LEAVE

(a) A Long-Term Occasional Teacher shall be granted sick leave with pay at the rate of one (1) day's credit for each ten (10) days of a long-term assignment completed.

Accumulated sick leave not used in the current school year is transferable to subsequent school years for long-term assignments, as long as the Occasional Teacher remains on the List and is available for long-term assignments.

(b) Sick leave credits accumulated under this agreement shall be added to sick leave credits accumulated as a Teacher under the Board's Elementary or Secondary Teachers' Collective Agreements.

(c) The sick leave credits accumulated by each Long-Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. Such Occasional Teacher shall, when requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a registered medical or dental practitioner.

(d) A statement of the number of accumulated sick days will be issued to each Occasional Teacher, by the Board, on or about September 30th of each year.

1002 MISCELLANEOUS LEAVES

(a) SHORT-TERM LEAVES

Upon application to the Superintendent of Schools short-term leaves of absence may be granted on a without pay basis for reasons deemed satisfactory by said Superintendent. The leave will not be considered as interrupting the long-term occasional teaching assignment.

(b) EXTENDED LEAVES WITHOUT PAY

All non-probationary Occasional Teachers on the Occasional Teacher List may request to be listed as unavailable for a period of up to and including one (1) school year. The Occasional Teacher shall be returned to available status upon written notice to the Board. Failure to notify the Board within ten (10) days of expiration of the leave will result in removal from the Occasional Teacher List.

(c) An Occasional Teacher on a short-term assignment who becomes ill for (one) 1 day will be eligible to return the next day with no break in the continuance of that assignment.

1003 LEAVES OF ABSENCE WITH PAY

Except as otherwise specified, all leaves under this Article shall apply to Long-Term Occasional Teachers.

An Occasional Teacher shall be granted a leave of absence with pay and no loss of sick leave credits in respect of absence occasioned by the leaves listed below. None of these leaves shall constitute a break in service, and during these leaves Occasional Teachers shall continue to accumulate credit for teaching experience, seniority and any other relevant entitlements under this Collective Agreement.

(a) BEREAVEMENT LEAVE

(i) A leave for up to five (5) days for a death in the family of a spouse, common-law partner, same-sex partner, child, sibling, parent, or grandparent.

(ii) A leave of up to three (3) days for the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, or total dependent. This also applies to lesser kin living in the same home.

(iii) A one (1) day leave for the purpose of attending a funeral in support of a grieving close personal friend or relative not covered in 1003(ii).

(b) COURT LEAVE

(i) A leave for attendance in court as a subpoenaed witness (where the Occasional Teacher is not a party to the action) or for jury duty, provided that witness fees or jury fees received be turned over to the Board.

(ii) A Short/Long-Term Occasional Teacher who is subpoenaed as a witness for a school-related incident shall be paid his/her daily rate for each day required.

(c) QUARANTINE

An Occasional Teacher shall be granted a leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon her/his duties.

(d) DISCRETIONARY LEAVE

A leave of up to five (5) days for miscellaneous reasons or for absences due to extenuating circumstances may be granted by the Director of Education. This Discretionary Leave may be in addition to any leave granted under Article 1003.

(e) CHANGES IN TERMS OF LEAVE

Changes in terms of a leave of absence under this Article may be made only by mutual consent of the Occasional Teacher and the Board.

1004 RETURN FROM LEAVE

In the event that an Occasional Teacher's long-term assignment is interrupted due to illness or other leave, the original Occasional Teacher will continue that assignment, upon notifying the Principal.

1005 PREGNANCY/PARENTAL LEAVE WITHOUT PAY

(a) This Article shall apply to Long-Term Occasional Teachers only.

(b) A Long-Term Occasional Teacher may request and the Board shall grant Pregnancy and/or Parental Leave as provided for by the current Employment Standards Act.

(c) The Occasional Teacher is required to stipulate the date on which the teacher will resume duties on the Request for Leave of Absence. Failure to report for duty on the agreed date will make the Teacher subject for dismissal, unless a change to the return to duty date has been mutually agreed upon between the Board and the Occasional Teacher.

(d) ADOPTION LEAVE

A Long-Term Occasional Teacher who wishes to adopt a child shall be granted a leave of absence as provided for by the current Employment Standards Act.

(e) CHILD CARE LEAVE

Upon request a Long-Term Occasional Teacher shall be given an unpaid Child Care Leave for up to two (2) years.

(f) EARLY RETURN

An Occasional Teacher may terminate a pregnancy leave or parental leave and return to work subject to Article 1003(e).

(g) RETURN TO POSITION

An Occasional Teacher returning from a pregnancy leave or parental leave shall have the right to be assigned to the same position held prior to going on leave if the position is still available in accordance with the provisions of the Employment Standards Act.

**ARTICLE 1100
PROFESSIONAL ACTIVITY DAYS**

- 1101** A Long-Term Occasional Teacher, whose assignment includes a Professional Activity Day, shall be paid for the day provided that the Long-Term Occasional Teacher participates in the scheduled professional activities. A break in service caused by a Professional Activity Day shall not constitute a break in continuity of service.
- 1102** It is recognized by the Board that Elementary Occasional Teachers benefit from professional development activities. Where space is available in workshops during Professional Activity Days, Board organizers should encourage Occasional Teachers to participate.
- 1103** EQAO training shall be provided for up to ten (10) Occasional Teachers each year of the Collective Agreement to Occasional Teachers requesting such training. Such training shall occur during the school day and Occasional Teachers involved shall be paid for the day at the casual rate.
- 1104 PROFESSIONAL DEVELOPMENT**
The Board agrees to provide the Occasional Teachers with \$5,000, by September 1st of each school year, to be used toward professional development for members of the bargaining unit. The Occasional Teachers have the responsibility to organize the Professional Development Day. The schedule will be approved prior to the announced agenda for the Professional Development Day. The Occasional Teachers will submit on an annual basis a report to the Board outlining the utilization of the professional development funds by the last school day of the current school year. The Board will offer staff and facilities as needed or available. Surplus funds in any given school year shall remain with the Union and carry over to the next school year.

**ARTICLE 1200
JOB VACANCIES**

- 1201** (a) When it is determined that a Long-Term Occasional Teacher will be required for a continuous period of two (2) months or more, such vacancy will be posted in each elementary school on the Occasional Teacher bulletin board and a copy provided to the Local. Such posting requirements will have been properly fulfilled when a copy is forwarded to the Local. All postings shall be noted, with full particulars, on the Board's Job Web Site.
- b) All long-term occasional assignments shall terminate at the end of the school year in June. Each Long-Term Occasional Teacher's assignment that continues into the next school year shall be posted as a vacancy.

c) No long-term occasional assignment shall be split except between mutual agreement by the Board and the Union.

d) All Occasional Teachers shall have the right to apply for a long-term assignment for the same posting. Qualified Probationary Occasional Teachers will be considered for the posted vacancy, should there be no qualified non-probationary Occasional Teachers prepared to accept the posting. In the event there are no non-probationary Occasional Teachers applying for a posting, the Board shall provide the President of the Local with a list of all applicants for the posting.

1202 An Occasional Teacher, hired to replace an absent regular teacher for a specific period, properly subject qualified for such position, will not be replaced by another Occasional Teacher during the specified period other than by mutual agreement of the Occasional Teacher and the Board except in cases of removal with just cause.

1203 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 Lambton Kent District School Board.

1204 Job Vacancies – Elementary Teaching Positions

Should the Board be unable to fill a new position or a vacancy from among the teachers covered by the Elementary Teachers' Collective Agreement, the Board shall give every opportunity to fill the vacancy or new position from among those non-probationary Occasional Teachers on the Occasional Teacher List who have applied for the position, provided they are qualified.

1205 No Occasional Teacher on the Board's Occasional Teacher List shall be required to pay a fee in order to apply for an elementary, secondary, daily or long-term teaching position with the Board.

1206 No changes will be made to the operation of the call-out system for the Occasional Teachers without consultation with the Union.

**ARTICLE 1300
WORKING CONDITIONS**

The Board considers this to be management rights but agrees to the following:

- 1301** When policies and procedures which affect an Occasional Teacher's conditions of work are being developed, the Board will consult with the Occasional Teachers through the Superintendent charged with the responsibility for developing the procedures, as committee members preliminary proposals will be sent to the Occasional Teacher Local for input.
- 1302** The Board and the Union agree that Occasional Teachers make significant contributions to the life of the school beyond the classroom. The extent of an Occasional Teacher's extra-curricular involvement is very individual and dependent upon that person's interest, skill and personal circumstance. Extra-curricular activities shall not be assigned.
- 1303** Principals will provide in-school instruction to individual Long-Term Occasional Teachers who have not attended the report card training program.
- 1304** Report Cards
- (a) Occasional Teachers who have not been in an assignment for at least six (6) weeks prior to the date that the report cards are to be submitted to the office will be provided support by school administration for the completion of the report cards.
- (b) When a long-term teaching assignment is completed prior to the required date for the report cards to be submitted, the Occasional Teacher may be requested to assist with the completion of these report cards. In such instances, the Occasional Teacher shall be paid for the time to assist in completing the report cards. The rate of pay shall be the rate the Occasional Teacher received during the long-term teaching assignment.

**ARTICLE 1400
RATES OF PAY**

An Occasional Teacher will not experience a reduction in their daily rate of pay.

- 1401** All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

1402 Elementary Occasional Teachers - Rates of Pay for Short-Term (Daily) Occasional Teachers

The Daily Rate for Short-Term Occasional Teachers shall be based on 1/187 of the Teachers' Current Salary Grid A1-0 and establishes the following rates during the term of the Collective Agreement:

September 1, 2008	\$207.53
September 1, 2009	\$219.08
September 1, 2010	\$225.66
September 1, 2011	\$232.43

1403 The direct deposit payroll method will apply to all Occasional Teachers covered by this Agreement. Pay shall be directly deposited twice a month: on or before the 15th day and the last day of each month.

1404 LONG-TERM OCCASIONAL TEACHER

A Long-Term Occasional Teacher shall be placed on the Elementary Teacher Local salary grid in accordance with the recognized teaching experience and category placement, retroactive to the beginning of the long-term assignment and will receive, in writing from the Board, confirmation of the grid placement and the factors used in determining such grid placement.

1405 Each Occasional Teacher's category classification on the salary grid shall be determined by the application of the current QECO Program Plan Five or, at the option of the Occasional Teacher, she or he may continue placement under a previous program.

1406 It shall be the responsibility of the Long-Term Occasional Teacher to provide the Board with a statement from Q.E.C.O. and any documents prior to June 30 for retroactive adjustment to the first day of the first long-term assignment of the current school year. The applicable short-term rate shall be paid in the interim.

1407 Recognized occasional teaching experience shall include the following, as stated in (a), (b), (c), and (d).

(a) Previous teaching experience with the Board or other Boards providing the experience from other Boards is stated on official letterhead giving the specific start and end dates of assignment(s)/contracts. Experience shall be pro-rated at the same rate: 20 days or more = 1/10 step.

(b) RECOGNIZED TEACHING EXPERIENCE

Previous teaching experience with this Board or its predecessor Boards, documented by the appropriate Board will be honoured provided it was for a long-term occasional assignment. For short-term work assignments since January 1, 1991 the total days worked will be credited as follows:

20 days or more = $\frac{1}{10}$ grid step	80 days or more = $\frac{2}{5}$ grid step
40 days or more = $\frac{1}{5}$ grid step	100 days or more = $\frac{1}{2}$ grid step
60 days or more = $\frac{3}{10}$ grid step	120 days or more = $\frac{3}{5}$ grid step
	140 days or more = $\frac{7}{10}$ grid step
	160 days or more = $\frac{4}{5}$ grid step
	180 days or more = $\frac{9}{10}$ grid step
	190 days or more = full grid step

All days accumulated that are less than a full 1/10 step shall be carried forward to the following school year for credit.

(c) Long-term assignments completed outside the Board but inside Ontario shall be granted experience by the Board subject to the Occasional Teacher providing a statement on number of days worked in long-term assignment(s). Credits for experience will be granted as in 1407 (b) above.

(d) All Occasional short-term assignments shall accumulate towards credited teaching experience retroactive to January 1, 1991. On or about June 30th annually, each Occasional Teacher will receive a statement of the accumulated number of days worked during the school year and the total number of days worked during the duration of employment with the Board.

1408 Experience used for rates of pay shall be experience acquired prior to September 1 each school year.

1409 Wages under this article shall be pro-rated for assignments which are part-time.

1410 (a) An Occasional Teacher who reports for an authorized assignment and through no fault of his/her own, is not required, shall be paid for one-half day. The Principal may assign professionally-related duties for one-half day to be worked that day.

(b) In the event of early dismissal for emergency reasons, Occasional Teachers shall be paid full pay at the applicable rate of pay.

1411 Where an Occasional Teacher receives a call after the morning or afternoon session has started, and works said day, he/she shall be paid

for at least half a day and for the full day if the major portion of the day is worked.

1412 (a) The day shall be 0.5 or 1.0.

(b) Should the assignment on a given day be other than 0.5 or 1.0, the Principal may assign additional professionally-related duties for the Occasional Teacher to perform for the time outside of the teacher's timetable on that day.

1413 (a) A 0.5 day includes the period of time from one (1) to one hundred and fifty (150) instructional minutes.

(b) A 1.0 day includes the period of time from one hundred and fifty-one (151) to three hundred (300) instructional minutes.

1414 Home Instruction Rates

The Home Instruction rate of pay, including vacation pay and statutory holiday pay shall be as follows:

Sept 1, 2008	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011
2%	5.5%	3%	3%
\$29.15	\$30.75	\$31.68	\$32.63

**ARTICLE 1500
BENEFITS**

1501 (a) Subject to the approval of the Carrier(s) the following benefits are available to a Long-Term Occasional Teacher having an assignment which has a definite term of the start of the assignment which is equivalent in time to 120 days or longer: Semi-Private, Extended Health, Dental, Vision, as set out in Article 13 of the Elementary Teachers' Collective Agreement, and \$20,000 Life Insurance.

(b) The participation in this plan is voluntary on the part of the Occasional Teacher.

(c) The Occasional Teacher must be enrolled for a full year

(d) The premium subsidization will be on the basis of 85% paid by the Board and 15% paid by the Occasional Teacher for the period when the teacher is on a long-term assignment. The remainder of the year is at full cost to the Occasional Teacher.

1502 An Occasional Teacher who worked at least 60 full-time equivalent days

as an elementary or secondary Occasional Teacher for the Board in the prior school year may, upon application, participate in the Board's extended health, semi-private hospital care and basic dental plans, provided that:

(a) the teacher assumes 100% of the premiums, and

(b) the teacher pays such premiums in advance, half paid in September and half paid in February.

1503 (a) Each eligible Occasional Teacher shall, not later than August 15th of each year, complete and return the benefits election form provided by the Board.

(b) An eligible Occasional Teacher who elects to participate in the Board's Employee Benefit program shall be a participant in the plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

i) remains on the Board's list of Occasional Teachers;

ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board;

iii) pays the Occasional Teacher's share under 1502 and

iv) is not in arrears of payment of premiums.

(c) An Occasional Teacher enrolled in the Board's benefit program may continue participation in that plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

i) works at least 60 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and

ii) fulfils the conditions set in the previous Articles.

(d) If the Occasional Teacher fails to comply with any of the conditions in 1503, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the benefit program plans, and then, not until the Occasional Teacher again becomes eligible under 1502.

**ARTICLE 1600
UNION LEAVE**

1601 UNION BUSINESS

The Board will pay an Occasional Teacher, on official Union business, and the Union will reimburse the Board for the cost of such time. All usual deductions, credits, and benefits shall apply.

1602 NEGOTIATIONS

The Board will allow to the Union the equivalent of twenty (20) teaching days release time per school year at Board expense to be used for purposes related to negotiations.

**ARTICLE 1700
ACCESS TO INFORMATION**

1701 PERSONNEL FILES

An Occasional Teacher will be provided a copy of any performance or disciplinary-related material put in his/her file and will be allowed to add comments prior to filing.

1702 An Occasional Teacher shall be allowed to examine his/her file in the presence of a Human Resources staff member during regular working hours. A Union official may accompany the member, if requested by the teacher.

1703 ADVERSE MATERIAL TO BE REMOVED

(a) Except for serious offences, disciplinary material shall be removed from the Occasional Teacher's personnel file after two (2) years and returned to the Occasional Teacher at the request of the Occasional Teacher. Notwithstanding, disciplinary material left in a member's file beyond two (2) years from the date of occurrence, shall not have any negative impact on the member.

(b) Evaluations shall be removed from an Occasional Teacher's file after two (2) years and returned to the Occasional Teacher at the request of the Occasional Teacher.

1704 SIGNATURE NOT APPROVAL

The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be

evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

1705 DATA FOR NEGOTIATIONS

The Board shall share all pertinent financial information affecting the negotiations process.

1706 ACCESS TO INFORMATION

(a) A member shall have the right to place material in their personnel file and have access to all material in their file.

(b) A member shall be entitled to append information, regarding possible inaccuracies or errors in documents, contained in their personnel file.

**ARTICLE 1800
TEACHING ASSIGNMENTS**

1801 (a) An Occasional Teacher shall have the timetable and the regularly scheduled preparation time of the teacher who is being replaced.

(b) A Long-Term Occasional Teacher, who has assumed all the duties of an absent elementary teacher, including evaluation of previous activities and the planning preparation for future activities, is to have the preparation and planning time as scheduled for the absent teacher.

(c) In the event the absent teacher has a pre-planned block of preparation time, the Occasional Teacher will have at least 40 minutes of that time free of teaching or supervisory or other duties for preparation for that day. The remainder of the blocked time will be used for work related to that classroom and assigned by the teacher being replaced.

1802 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.

1803 The Board shall reimburse, at the Board's current kilometre/mileage rate, each Occasional Teacher for travel between an assignment involving two or more schools within the Board's jurisdiction if the replaced teacher receives the allowance.

1804 The Board shall provide a bulletin board for the use of the Local at an appropriate location in each elementary school upon which the Local shall have the right to post notices relating to matters of interest to the Local and the Occasional Teachers.

1805 The Board shall provide to the Principal of each elementary school under the jurisdiction of the Board, a copy of this Collective Agreement.

1806 CANCELLATION OF ASSIGNMENT

The Board shall provide a minimum of one and one-half (1.5) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without one and one-half (1.5) hours notice the Occasional Teacher shall report to work and be paid according to Article 1410 (a).

**ARTICLE 1900
GRIEVANCE PROCEDURE**

A "teacher" for the purpose of the following grievance procedure will mean an Occasional Teacher.

1901 DEFINITIONS

(a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitratable.

(b) A "party" shall be defined as:
i) the Union
ii) the Board

(c) "Day" shall mean regular workdays unless otherwise indicated.

1902 A teacher shall have the right to have present a representative from the Union to assist the teacher at any stage in this grievance and arbitration procedure.

1903 COMPLAINT STAGE

A teacher, with the concurrence of the Union, may initiate a complaint within fifteen (15) days of the teacher becoming aware of the circumstances giving rise to the complaint. The complaint would be made to the immediate supervisor (the Principal in the case of all teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

1904 GRIEVANCE PROCEDURE - INDIVIDUAL

In the case of a grievance by the Union on behalf of one of its teachers, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

STEP I

If the reply of the immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Union, within ten (10) days the Union may initiate a written grievance with the Director or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the Union.

STEP II

If the reply of the Director or designate is not acceptable to the Union, the Union may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Union may be accompanied at the meeting and have the grievance presented by a Union member/designate of the Union's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP III

If the reply of the Board is unacceptable to the Union, the Union may then apply for arbitration within twenty (20) days of the receipt of the reply.

1905 GRIEVANCE PROCEDURE - PARTY

In the case of all other grievances by a party, (including those on behalf of a group of teachers, an individual teacher, a retired teacher, or a deceased teacher), the party making the grievance may take the following steps in sequence to resolve the matter.

STEP I

The party making the grievance may make a written grievance to the Director of Education or President of the Union, as the case may be, who shall answer the grievance in writing within ten (10) days.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) The signature of the duly authorized official of the party makes the grievance.

STEP II

If the reply of the Director or designate is not acceptable to the Union, the Union may make a written request within ten (10) days to the Chairperson of the Board, who shall convene a meeting of the members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Union may be accompanied at the meeting and have the grievance presented by an ETFO Member/designate of the Union's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP III

If the reply of the President of the Union or the Board, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

1906 GRIEVANCE MEDIATION

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

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

Upon settlement of the grievance prior to arbitration, a Memorandum of Settlement must be drafted and signed.

1907 ARBITRATION

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances. The decision of the Arbitrator or Board of Arbitration shall be binding of both Parties.

1908 COST OF ARBITRATION

The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.

Time restrictions may be extended if mutually agreed in writing.

There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this agreement.

Should the investigation or processing of a grievance require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits. The cost of the supply teacher shall be paid by the Union.

ARTICLE 2000 HEALTH AND SAFETY

- 2001** 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.

Memorandum of Settlement

The undersigned parties agree that the attached represents the Collective Agreement from September 1, 2008 to August 31, 2012 between

The Elementary Teachers' Federation of Ontario
(hereinafter called the "Union")
representing
The Occasional Teachers
of the Elementary Teachers' Federation of Ontario
employed by the Board
(hereinafter called the "Local")

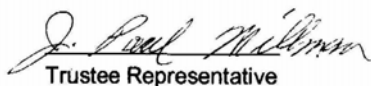
AND

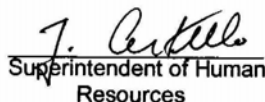
The Lambton Kent District School Board
(hereinafter referred to as the "Board")

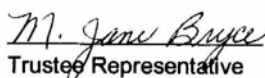
IN WITNESS whereof The Lambton Kent District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf.

The Lambton Kent District School Board


Chief Negotiator


Trustee Representative


Superintendent of Human
Resources

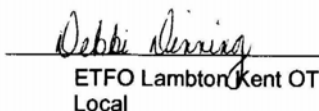

Trustee Representative

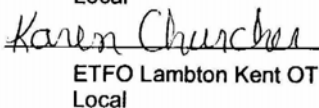
IN WITNESS whereof the Union has executed this Collective Agreement attested by the authorized representatives of the Elementary Teachers' Federation - Lambton Kent Elementary Occasional Teachers Local representing the Elementary Occasional Teachers employed by the Lambton Kent District School Board.


President, ETFO Lambton Kent OT Local


ETFO Lambton Kent OT Local


ETFO Provincial Chief Negotiator


ETFO Lambton Kent OT
Local


ETFO Lambton Kent OT
Local

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

The Occasional Teachers
of the ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

(The Union)

The parties agree that the daily work expectations of teachers are more accurately and reasonably reflected for Employment Insurance purposes by recognizing an eight rather than a seven hour day, and the Board agrees that it will report hours of work in a manner consistent with this agreement and subject to an EI audit.

Original document signed April 24, 2009 and held by the Lambton Kent District School Board.

For the Union

For the Board

Date

Letter of Understanding

Between
Lambton Kent District School Board
(The Board)
and
E.T.F.O.
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Occasional Teacher Agreement

(The Union)

The parties agree that to contribute to a comfortable productive experience for the students the following information is beneficial for the Occasional Teacher.

The School Administration will make every reasonable effort to provide to an Occasional Teacher, through the classroom teacher, the following in-school information. It is understood that this information will generally be located in the individual Teacher's daybook.

- a timetable for the Occasional Teacher's assignment (including supervision periods)
- a schedule identifying period times
- a floor plan of the school (if available)
- an up-to-date class list and classroom key
- name(s) of high risk student(s) and any applicable special programme(s)
- particulars of behavioural issues and medical alerts
- name(s) of student(s) transported by bus and/or taxi
- an up-to-date seating plan (where applicable)
- a general outline of classroom routines which includes washroom, attendance and entry and dismissal procedures
- planning for the first day of an absence.

In addition, fire drill and emergency procedures will be located within the classroom.

Original document signed April 24, 2009 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between
Lambton Kent District School Board
(The Board)
and
E.T.F.O.
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Occasional Teacher Agreement

(The Union)

Parties will consider the following in negotiating language in Collective Agreements for Occasional Teachers:

- Call-out mechanisms and practices;
- Limiting the number of names on the Occasional Teacher List;
- Mechanisms for adding to or removing names from the List;
- Eligibility for long-term assignments;
- Recruitment of permanent teachers from the Occasional Teacher List.

During negotiations the parties agreed that further discussion is required to restructure the Occasional Teacher List including: additions, deletions, callout procedure and school selection.

Further:

The Board agrees to voluntarily suspend adding to the Occasional Teacher List with the exception of specific needs based on geography or program.

Additions to the list will be based on the specific needs and the applicant's availability and willingness to teach 10 months per year.

Additions to the list will be made in consultation with the bargaining unit President.

The voluntary suspension will be in place until such time as the committee completes an action plan to improve the effectiveness of the list.

First Meeting within 60 days of ratification

Implementation of the action plan by October 31, 2009

First review meeting March, 2010

Second review meeting May 2010

Implementation by September 10, 2010

Composition of the committee 3 union members, 3 Principals, Superintendent of Human Resources and Manager of Human Resources

The agreed intent is to ensure a comfortable and productive experience for the students.

The following will form the outline of discussion including reference to the union's proposal:

A four step process to pattern LKARS callout process including:

Step 1. School selected preferred replacement: vacancy by vacancy.

Step 2. Pool - 2nd call level: based on member selection and confirmed by the school. The objective is having members in this level that the schools are comfortable having in the school and the member is comfortable working in the school.

Step 3. Not school selected: qualified or not qualified and willing to work a subject.

Step 4. General called at 6:00 AM that morning, anyone on the list.

Additions to the list

Deletions from the list

Consideration for new teachers, a core group and retirees.

Original document signed April 24, 2009 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____