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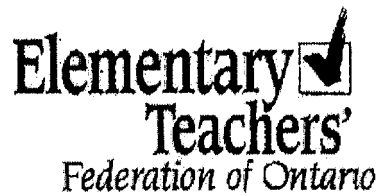
# COLLECTIVE AGREEMENT

between

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**

and

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO -  
TRILLIUM LAKELANDS ELEMENTARY  
OCCASIONAL TEACHERS' LOCAL**



**September 1, 1998 to December 31, 2002**

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## **ARTICLE 1 - PURPOSE**

- It is the purpose and intent of both Parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement, and to set out the terms and conditions of employment that have been agreed to by the Parties.

## **ARTICLE 2 - RECOGNITION**

- 2.01 Trillium Lakelands District School Board (hereinafter referred to as the "Board" or "Employer") recognizes the Elementary Teachers' Federation of Ontario (ETFO – hereinafter referred to as the "Union") as the exclusive bargaining agent for all Occasional Teachers in the Elementary Panel employed by Trillium Lakelands District School Board.
- 2.02 The Employer 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.
- 2.03 The Local recognizes the right of the Employer to authorize its external organization 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.
- 2.04 The Employer recognizes the right of a member to request the assistance of an ETFO and/or Local representative at any meeting where the conduct, competence or performance of the member is to be formally discussed.
- 2.05 The Union and/or Local will inform the Board from time to time, in writing, of who is authorized to act on its behalf.

## **ARTICLE 3 - DURATION & RENEWAL**

- 3.01 The effective period of this Collective Agreement shall be September 1, 1998 to December 31, 2002 inclusive, and shall continue automatically thereafter for annual periods of one (1) year unless either Party notifies the other, in writing, within one hundred and fifty (150) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Collective Agreement, in accordance with the provisions of the *Labour Relations Act*.
- 3.02 This Collective Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect until such time as it is superseded by a new Collective Agreement under the terms of the *Labour Relations Act*.
- 3.03 If either Party gives notice of its desire to negotiate in accordance with paragraph 3.01, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Collective Agreement in accordance with the *Labour Relations Act*.
- 3.04 No changes can be made to this Collective Agreement without the mutual written consent of the Parties.

## **ARTICLE 4 – UNION DUES & ASSESSMENTS**

- 4.01 On each pay date on which a member is paid, the Employer shall deduct from each member the ETFO dues and any dues chargeable by the Local or an equivalent amount. The amounts shall be determined annually by ETFO and/or the Local in accordance with their respective constitutions and forwarded to the Employer at least thirty (30) days prior to the expected date of change.

- 4.02 The ETFO and/or Local dues deducted in 4.01 shall be remitted to the General Secretary of the ETFO no later than the fifteenth (15<sup>th</sup>) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their Social Insurance numbers, daily rate, number of days worked in the pay period, earnings for the pay period, and the Federation Fees deducted.
- 4.03 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. ETFO and/or the Local agrees to execute such directions as may be necessary to authorize such deductions.

## ARTICLE 5 - DEFINITIONS

- 5.01 "Occasional Teacher" shall mean an Occasional Teacher as defined in the *Education Act*.
- 5.02 "Short Term Occasional Teacher" shall mean an Occasional Teacher whose employment is for a short-term period on a day-to-day basis until no longer required or until "Long Term Occasional Teacher" status *is* attained.
- 5.03 "Long Term Occasional Teacher" shall mean an Occasional Teacher qualified under the *Education Act* and Regulations to teach as a substitute for a permanent, probationary or temporary Teacher:
- (a) who has died during the school year, in which case the substitute employment shall not extend past the end of the school year in which the death has occurred, or
  - (b) who is absent from duties for a temporary period, in which case the substitute employment shall not extend past the end of the second school year after the absence begins.
- 5.04 "Board" means the Trillium Lakelands District School Board (TLDSB), as well as its predecessor Boards, namely The Muskoka Board of Education, The Haliburton County Board of Education, and The Victoria County Board of Education. "Employer" shall have an identical meaning.
- 5.05 "Parties" means the ETFO/Local and the TLDSB.
- 5.06 "Lockout" and "Strike" means lockout and strike as defined by the *Ontario Labour Relations Act*, as amended from time to time.
- 5.07 "Local" means the authorized bargaining unit of ETFO for Occasional Teachers in the Elementary Panel, as established in accordance with the ETFO constitution.
- 5.08 "Agreement" refers to this Collective Agreement between the Parties.
- 5.09 "Elementary Teachers" shall mean the Elementary Teachers, other than Occasional Teachers, employed by the Board in its elementary panel.

## ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 There shall be no strike or lock-out during the term of this Collective Agreement or its continuation in accordance with the provisions of the *Labour Relations Act*. The terms "strike" and "lock-out" shall be as defined in the *Labour Relations Act*.
- 6.02 No teacher shall be required to perform the duties, beyond those prescribed by the *Education Act* and related regulations, of any other employee of the Board who is engaged in a lawful strike or lockout.

## ARTICLE 7 - MANAGEMENT RIGHTS

7. Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the affairs of the Board and the school system are vested solely and exclusively with the Board.
- 7.02 The Parties agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

## ARTICLE 8 – RIGHTS & RESPONSIBILITIES

### 8.01 Just Cause

No employee who has successfully completed the probationary period shall be dismissed, demoted or disciplined without just cause.

### 8.02 Non-Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the lawful activities of the Elementary Teachers' Federation of Ontario or its Occasional Teacher Local.

### 8.03 Copies of the Collective Agreement

The Local and the Employer shall share equally in the cost of printing a sufficient number of copies of the Agreement such that each employee may receive a copy. Cost of printing shall be mutually agreed. The Employer will provide a copy of the Agreement to all current bargaining unit members within sixty (60) days of the execution of any new Agreement, and to each new employee at the time they are hired (or within the sixty-day period noted above, if a new agreement is in the process of being printed.)

### 8.04 Probationary Period

Each newly-hired employee in the Occasional Teacher Local shall serve a probationary period of forty (40) school days. All Occasional Teachers, including those who have not completed the probationary period, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary Occasional Teacher will be a lesser standard than for those Occasional Teachers who have successfully completed the probationary period. Probationary Occasional Teachers may be discharged at the discretion of the Employer, provided that such discretion is not exercised in bad faith.

### 8.05 Correspondence

All correspondence between the Parties arising out of this Agreement shall pass to and from the President of the Local or designate, and to and from the Director of Education for the Board or designate, with a copy to the Human Resources Administrator for the Board or designate.

### 8.06 Access to Personnel Files

- (a) Employees in the Bargaining Unit shall have access to their personnel files at reasonable times in the presence of a member of the Human Resources staff. Upon request, employees shall be provided with a copy of material contained in such files at the employee's own expense. It is understood that should there be mutual agreement between the employee and the Human Resources Administrator (or designate) that an item is inaccurate, the item shall be corrected within the following fifteen (15) school days. It is further understood that should there be no mutual agreement between the employee and the Human Resources Administrator (or designate), the employee shall have a right to make

a written reply to the item which he/she feels is inaccurate. The reply shall form part of the employee's personnel file.

- (b) Copies of any document respecting the performance or conduct of any occasional teacher shall be given to the Occasional Teacher within five (5) working days of the writing of such document and at least three (3) days prior to the document being filed.
- (c) 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, or agreement with, the contents.

#### 8.07 Labour Management Committee

There shall be a Labour Management Committee consisting of up to two (2) Members appointed by the Employer and up to two (2) Members appointed by the Bargaining Unit. The Committee shall meet at the request of the Bargaining Unit Executive or of the Employer to discuss matters of common concern. Meetings of the Committee shall take place outside of normal working hours. Where it is necessary that a meeting shall be held during the School Day, this shall be at no expense to the Employer unless the member was scheduled to work, in which case the member shall suffer no loss of pay or benefits.

#### 8.08 Board Policies and Procedures

The Employer agrees to consult with the President of the Local prior to making any changes, additions or deletions to Board Policies which have a direct impact upon Elementary Occasional Teachers. The Employer further agrees to consult with the President of the Occasional Teachers' Local on the Development of or revisions to Administrative Procedures related to teacher evaluation. These provisions shall not apply if an authorized representative of the Occasional Teachers' Local participates in the development of a Board Policy or Administrative Procedure.

#### 8.09 Job Vacancies for Elementary Teaching Positions

The Employer shall consider the written application of any Occasional Teacher who is currently on the Occasional Teacher List and who is interested in full-time or part-time regular employment in an elementary teaching position for which they are qualified.

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

#### 9.01 Definitions

- (a) A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- (b) The "Parties" shall be defined as the Local and the Board.
- (c) For the purpose of this grievance procedure, "days" shall mean a scheduled school instructional day unless otherwise indicated.

9.02 A member shall have the right to have present a representative from ETFO to assist the member at any stage in this grievance and arbitration procedure.

#### 9.03 Informal Complaint Stage

An individual member may discuss a complaint with the member's immediate supervisor (e.g. the Principal), who shall answer the complaint within five (5) days after receipt of the complaint.

#### 9.04 Grievance Procedure- individual and Grout, Grievance

In the case of a grievance by the Local on behalf of one of its members or a group of members, the following steps may be taken in sequence.

##### Stet. 1

The Local may initiate a written grievance within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known, with the designated Superintendent, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Local.

##### Stet. 2

If the reply of the designated Superintendent is not acceptable to the Local, the Local may make a written request within five (5) days to the Director of Education or designate, who shall answer the grievance in writing within five (5) days after receipt of the grievance.

At the request of either Party, the Director or designate shall convene a meeting of up to three (3) members of the Employer's Executive Council and up to three (3) members appointed by the Local to discuss the grievance within ten (10) days of receipt of the Step 2 referral. The Director or designate shall answer the grievance in writing within five (5) days of the meeting.

##### Stet. 3

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

#### 9.05 Grievance Procedure- Party

In the case of all other grievances by a Party, including a policy grievance or a grievance on behalf of an individual member who is unable to initiate a complaint, the Party making the grievance may take the following steps in sequence to resolve the matter.

The Party making the grievance may make a written grievance at Step 2 within sixty (60) days of the date the cause for the grievance became known, or ought reasonably to have been known, to the Director of Education or President of the Local, as the case may be, who shall answer the grievance in writing within five (5) days.

At the request of either Party, the Director or designate shall convene a meeting of up to three (3) members of the Employer's Executive Council and up to three (3) members appointed by the Local to discuss the grievance within ten (10) days of receipt of the grievance. The Director or designate or the President of the Local, as the case may be, shall answer the grievance in writing within five (5) days of the meeting.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Local or the Director or designate, as the case may be.

##### Step 3

If the reply of the President of the Local or the Director of Education, 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.



#### 9.06 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.

The fees for the mediator shall be shared equally by the Parties.

#### 9.07 Arbitration

The referral to arbitration shall contain the name of the first Party's appointee to the Arbitration Board. The recipient of the referral shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two (2) appointees fail to agree upon a Chairperson within the time specified, the appointment shall be made by the Minister of Labour upon the request of either Party.

In any particular grievance, the Parties may agree to use a single Arbitrator.

- 9.08 The single Arbitrator or Board of Arbitration may substitute such other penalty in a discipline or discharge case as to the single Arbitrator or Board of Arbitration seems just and reasonable in all the circumstances.
- 9.09 The single Arbitrator or Board of Arbitration shall not be authorized to alter, modify, amend or add to this Collective Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- 9.10 The decision of the Arbitrator or Board of Arbitration shall be binding upon the Parties. In the case of an Arbitration Board, should there not be a unanimous decision, the decision of the majority shall govern; and if there is no majority, the Chairperson's decision shall govern.
- 9.11 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.
- 9.12 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.
- 9.13 Time restrictions may be extended if mutually agreed in writing.
- 9.14 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted with the written consent of the Parties.
- 9.15 The terms of settlement of any grievance at any step shall be set out in writing and signed by the authorized representatives of the Parties.
- 9.16 The time limits fixed for the grievance procedure under this Collective Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties. This paragraph does not preclude the application of Section 48, Sub-section 16 of the *Labour Relations Act*.
- 9.17 Any grievance(s) initiated and being processed under the terms of a Collective Agreement between the Occasional Teachers and a predecessor Board shall be dealt with under the grievance and arbitration procedure as set out in the Collective Agreement under which the grievance was initiated.

#### 9.18 Discipline, Termination Grievances

Any grievance involving discipline, the termination of an Occasional Teacher, or removal of an Occasional Teacher from the Occasional Teachers' List, may be filed at Step 2 within ten (10) days of receipt of written notice.

#### 9.19 Attendance at Grievance Meetings

Excluding arbitration, attendance at grievance meetings is at the discretion of the Occasional Teacher, provided:

- (a) if the attendance is required by the Employer, coverage for the Occasional Teacher absence is the responsibility of the Employer.
- (b) if the attendance is required by the Union/Local, or is at the request of the Occasional Teacher, responsibility for coverage of the Occasional Teacher absence is the responsibility of the Union/Local. Reimbursement for costs shall be at the daily occasional rate.

As far as is practicable, such meetings shall be held outside of instructional hours.

Coverage for any Occasional Teacher's attendance at an arbitration hearing shall be the responsibility of the Party requiring the teacher's attendance. Reimbursement for costs shall be at the daily occasional rate.

### **ARTICLE 10 - OCCASIONAL TEACHER LISTS**

- 10.01 Two (2) Occasional Teacher Lists are maintained by the Board, one for the North, and one for the South. The List for the North is a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the Elementary Panel and have indicated a preference to teach in schools in the geographic region of the predecessor Haliburton County and Muskoka Boards. The List for the South is a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the Elementary Panel and have indicated a preference to teach in schools in the geographic region of the predecessor Victoria County Board.
- 10.02 The combined total of both lists shall not exceed three hundred (300), without mutual agreement of the parties or as otherwise specified in this Agreement. If more than thirty (30) Occasional Teachers from the list are not available due to Long Term Occasional assignments, the cap may be exceeded by a corresponding amount. If there is a shortage on the list in relation to a specialized subject area or division/subject areas, the cap may be exceeded, provided there has been consultation with the Local. When the total on the list exceeds the three hundred (300) cap, there shall be a hiring freeze and no additional names may be added to the list (except as otherwise specified in this Agreement and/or Article).
- 10.03 To be eligible for inclusion on either Occasional Teacher List, an applicant must be a member in good standing with the Ontario College of Teachers, have the qualifications to teach at the Elementary Level, and have successfully completed the interview and selection process. Interviews will be conducted annually or bi-annually, and from time-to-time as needed.
- 10.04 Before being placed on either Occasional Teacher List, an applicant shall submit proof of current membership/Certificate of Qualifications from the Ontario College of Teachers, and other required documentation.
- 10.05 The List for each region shall contain the names of all eligible Short Term Occasional Teachers (see paragraph 10.03), as well as all Long Term Occasional Teachers in the region.
- 10.06 Occasional Teachers on the List for each region must have declared eligibility to teach a minimum of thirty (30) full-time equivalent days in each school year, in a minimum of four (4) of the Board's Elementary schools. Occasional Teachers on pension who are restricted by statute in relation to a

maximum number of teaching days shall not be required to declare availability beyond the statutory limit. Occasional Teachers are not precluded from declaring availability for more than one region, in which case they may be included on more than one list.

- 10.07 Up-dated Occasional Teacher Lists shall be sent to the President of the Bargaining Unit on October 1st and February 15th of each year. Any changes to the List(s) shall be reported within fourteen (14) days to the Bargaining Unit President.
- 10.08 The **Lists** shall provide the following information for each Occasional Teacher: name, address, telephone number, date of hire, subjects the Occasional Teacher is qualified to teach, subjects the Occasional Teacher is willing to teach, number of days per week or the specific days of the week the Occasional Teacher is willing to work, and the specific schools at which the Teacher is prepared to work.
- 10.09 The Occasional Teacher **Lists** shall indicate which, if any, of the Occasional Teachers are on Long Term Occasional Teaching Assignments at the time it is published, and the expected expiry date of the said assignment.
- 10.10 Notwithstanding paragraph 10.02, Long Term Occasional Teachers may be added to the Occasional Teacher List(s), if they wish.
- 10.11 An Occasional Teacher on either or both of the Occasional Teacher Lists may be granted a leave of absence to accept a Long Term Occasional assignment with another Board/Panel.
- 10.12 An Occasional Teacher shall be considered available for employment from the date on which the Occasional Teacher's name was accepted for inclusion on the List(s).
- 10.13 An Occasional Teacher shall notify the appropriate Human Resources Coordinator, in writing, of any changes of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding teaching assignments.
- 10.14 Occasional Teachers who wish to have their names maintained on the List(s) for the following school year shall so confirm by completing the Agreement to Teach form, not later than July 31st. With the exception of those subject to the statutory limit in paragraph 10.06, Occasional Teachers who have not taught in the previous school year, or who cannot be contacted for assignment during any period of twenty (20) consecutive school days without notifying the Employer of the impending absence, may be removed from the list.

Occasional Teachers who have been generally unavailable without valid reason will be given written notice by the Employer that they may be removed from the list. At the request of the Occasional Teacher, the Occasional Teacher may meet with the Human Resources Administrator or designate and the Occasional Teacher Local President.

- 10.15 No Occasional Teacher's name shall be removed from the List(s) because of unavailability due to pregnancy and/or parental leaves, leaves of absence granted in accordance with clause 10.11, study or long-term illness, or other mutually agreed leaves.

## **ARTICLE 11 - CALL-IN PROCEDURES**

- 11.01 Short Term Occasional assignments shall be filled in accordance with the following steps:
  - (a) Calling Occasional Teachers on the list, taking into account School preferences, Short Term Occasional Teacher preferences (as specified by means of the Agreement to Teach letter and any subsequent verbal instructions), qualifications, preferred grades and subjects to be taught;
  - (b) Calling other Occasional Teachers on the list;

- (c) Once the Occasional Teacher list for the region has been exhausted, taking into account all of the qualifiers in (a) and (b) above, another qualified teacher may be hired;
- (d) When no qualified teachers are available, a person not holding teacher qualifications may be employed as a Short Term Occasional Teacher.

As much as possible, and taking into account the various factors which are identified above and which are otherwise relevant, efforts shall be made to ensure a fair and equitable distribution of short term supply work for teachers on lists. Questions and/or concerns about the distribution of available short term supply work may be referred to the Joint Labour Management Committee for investigation and discussion.

## ARTICLE 12 - SALARY & METHOD OF PAY

### 12.01 Salary Grid

- (a) It is understood that the payment of salary under this Article includes payment for vacation pay and any paid statutory holidays, if applicable.
- (b) Effective September 1, 2000:

The Short Term Occasional Teacher daily rate shall be \$145.50 for qualified, and \$91.46 for unqualified teachers. (Note: Unqualified teachers from the former Victoria County Board of Education shall be red-circled at the rate of \$122.63.)

Each Occasional Teacher who attains Long Term Occasional Teacher status based on the completion of fifteen (15) consecutive instructional days worked in one (1) position shall, upon the sixteenth (16th) consecutive day worked in that position, and retroactive to the first (1<sup>st</sup>) day of the assignment, be placed on the salary grid as set out in the Collective Agreement between the Trillium Lakelands District School Board and the Elementary Teachers' Federation of Ontario/Trillium Lakelands Elementary Teachers' Local which is in effect at the time the Long Term Occasional status is attained.

Placement on the above-noted grid shall reflect recognized teaching experience and category placement as per the Collective Agreement between the Trillium Lakelands District School Board and the Elementary Teachers' Federation of Ontario/Trillium Lakelands Elementary Teachers' Local which is in effect at the time the Long Term Occasional status is attained. (Note: The Trillium Lakelands Elementary Teachers' Local agreement provides for a 0.1 year experience credit for each twenty (20) consecutive working days of Long Term Occasional teaching.)

#### Effective September 1, 2001:

The Short Term Occasional Teacher daily rate shall be \$148.30 for qualified, and \$91.46 for unqualified teachers. (Note: Unqualified teachers from the former Victoria County Board of Education shall be red-circled at the rate of \$122.63.)

#### Effective January 1, 2002:

The Short Term Occasional Teacher daily rate shall be \$150.00 for qualified, and \$91.46 for unqualified teachers. (Note: Unqualified teachers from the former Victoria County Board of Education shall be red-circled at the rate of \$122.63.)

### 12.02 Method of Pay

Pay dates shall be every second Friday, commencing the second Friday of the school year. Where a payday falls on a statutory holiday, the last regular banking day prior to the holiday will become the payday. Time sheets for Occasional Teachers are to be submitted no later than the Friday prior to

the payday. Provided that the timesheet is received in a timely manner, the pay will reflect all occasional hours worked up to and including the Friday prior to the payday.

Note: Where a Bargaining Unit member is simultaneously employed in a Bargaining Unit of permanent teachers, it is understood that the payroll arrangements for such Bargaining Unit member shall be the same as for the permanent teachers.

12.03 For the period covered by this Agreement, the Board will deposit each employee's net pay into an account in a financial institution with capabilities for electronic funds transfer. It is understood that the direct deposit system applies to all members of the Bargaining Unit.

12.04 Work Year

The work year for Occasional Teachers shall be the same as the work year specified in the Collective Agreement for permanent Elementary Teachers.

## ARTICLE 13 - LEAVES

Note: Paragraphs 13.01 to 13.06 (inclusive) shall apply only to Long Term Occasional Teachers, effective September 1, 2000.

13.01 Sick Leave

(a) Teachers shall be entitled to two (2) sick leave days upon the completion of the first twenty (20) FTE instructional days, and one (1) sick leave day for each ten (10) FTE instructional days subsequently completed in the same position within the same school year, pro-rated for less than full-time. Unused sick leave will be cancelled at the end of the assignment.

For a Teacher whose assignment carries into a second year (see sub-paragraph 5.03 (b)), unused sick leave may be carried forward to the next school year.

(b) A Short Term Occasional Teacher who is ill for one (1) day shall be eligible to return to work on the next scheduled work day with no break in continuity of the assignment.

(c) If an absence due to illness/injury extends beyond three (3) consecutive work days, a teacher shall provide a medical certificate from the teacher's physician or dentist, if requested by the Director or designate. For other absences, in extenuating circumstances, and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate from the teacher's physician or dentist, in which case the Employer shall reimburse the teacher for the cost of the medical certificate.

13.02 Bereavement Leave

(a) A teacher shall be granted up to three (3) days leave of absence with pay and without deduction from sick leave in the case of the death of a parent, spouse, child, sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and fiancé(e). One (1) day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt, uncle, grandparent-in-law and close personal friend.

It is understood that "spouse" includes legally recognized spousal equivalents.

(b) At the discretion of the Director, or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement. In exceptional cases, at the sole discretion of the Director, additional days may be granted, on a paid or unpaid basis, in relation to a bereavement. Any such days shall not be charged against sick leave.

### 13.03 Court Appearances

Teachers shall be granted leave, without loss of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness in any proceeding to which the Teacher is not a Party, provided the Teacher pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and living expenses.

### 13.04 Examination and Graduation

A Teacher who is scheduled to work and who has received the prior approval of the Director (or designate) may be absent from duty without loss of pay as follows:

- (a) for the purpose of writing an examination, the half day period during which the examination occurs will be granted;
- (b) for the purpose of attending his/her graduation, the half day period during which the graduation occurs will be granted.

### 13.05 Pregnancy/Parental Leave

An eligible Teacher shall be granted Pregnancy and/or Parental Leave in accordance with the Employment Standards Act, as amended from time-to-time.

### 13.06 Quarantine

Leave, without loss of pay, benefits or deduction from sick leave, shall be granted to a member for a period of quarantine when declared by the Medical Officer of Health or designate.

### 13.07 Leave of Absence

Subject to approval of the Human Resources Administrator or designate, an Occasional Teacher may have his/her name removed from the Occasional Teacher List(s) for a period of up to one (1) school year. Unless otherwise requested by the Occasional Teacher, the Teacher's name shall be returned to the List(s) at the end of the leave. It is understood and agreed that the Occasional Teacher on leave may be replaced on the Occasional Teacher List(s) and that Teachers returning from leave may result in the List(s) "cap" being exceeded.

### 13.08 Federation Leave

- (a) When a member of the Occasional Teacher Bargaining Unit is elected or appointed to the position of Local President the parties will meet to discuss and implement appropriate release time arrangements consistent with prevailing practices and understandings.
- (b) The Employer agrees to release Bargaining Unit members for Occasional Teacher Local business at the request of the Bargaining Unit President, provided that the Local shall reimburse the Employer for any replacement costs incurred, Total release time in this sub-paragraph shall not exceed a total of ten (10) days in any school year. Notwithstanding the foregoing, the Local may apply for additional days, and the days may be approved at the discretion of the Director or designate.

## **ARTICLE 14 -WORKING CONDITIONS**

### 14.01 Call-in Pay

If a Short Term Occasional Teacher has been either called out in error, or the assignment has been cancelled, without the Teacher having received a minimum of three (3) hours' notice prior to the

scheduled commencement of the assignment, the Teacher, upon reporting for duties, shall be assigned duties for the day or half-day as scheduled and shall be paid at the daily rate of pay.

#### 14.02 Professional Activity Day(s)

Where a P.A. Day falls within the assignment of a Long Term Occasional Teacher, the Teacher will be paid for the day based on attendance and participation in the P.A. Day activities. In the case of a Short Term Occasional Teacher, the P.A. Day will be considered an unpaid non-teaching day, but will not constitute a break in continuous teaching days for the purpose of qualifying as a Long Term Occasional Teacher.

#### 14.03 Continuous Employment

Continuous employment for the purposes of Long Term Occasional Teacher status shall be deemed to be unbroken in relation to emergency school closure, as well as legitimate absence in relation to inclement weather.

#### 14.04 Termination of Long Term Occasional Assignment

In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Teacher will be given three (3) instructional days' notice, or three (3) days' pay in lieu of notice. Notice or pay in lieu shall not apply in the case of termination for cause, or termination within the probationary period. Pay-in-lieu shall not apply in the case of termination due to exhaustion of sick leave.

#### 14.05 Lunch Period

Unless other arrangements are mutually agreed to by the member(s) and the Principal, each teacher shall be entitled, during the scheduled work day, to not less than forty (40) consecutive minutes for lunch free from assigned and supervisory duties.

#### 14.06 Mileage

In respect of any travel on Board business which is required and authorized by the Board, members shall be entitled to claim a mileage allowance, in accordance with Board Policy/ Administrative Procedure, and provided that the teacher being replaced would have been eligible for the mileage allowance.

#### 14.07 Medical Procedures

- (a) No member shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well being of the pupil or subject the member to risk of injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance.
- (b) It shall not be part of the duties and responsibilities of a member to examine pupils for communicable conditions or diseases, or to diagnose such conditions or diseases.

#### 14.08 Primary Responsibility

It is understood by the parties that the primary responsibility of the Occasional Teacher is to fulfill the duties of the teacher being replaced. In the case of short term supply, and in recognition of the different preparation expectations, additional duties may be assigned, at the discretion of the Principal. Normally, however, that will not include yard duty prior to the commencement of class on the first morning of an assignment or prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

## **ARTICLE 15 - POSTING PROCEDURES FOR LONG TERM OCCASIONAL POSITIONS**

- 15.01 Long Term Occasional positions of which the Employer has a minimum of one (1) month's prior notice shall be posted in each elementary school at least five (5) days prior to the closing date for applications. A copy of the posting shall be forwarded to the President of the Occasional Teachers' Local.
- 15.02 When hiring for Long Term Occasional teaching positions, the Employer shall first consider applications received from qualified members of the Bargaining Unit. It is understood that Long Term Occasional positions may be simultaneously posted, both internally and externally, and that Occasional Teachers who have already accepted Long Term assignments for some or all of the period covered by the posted assignment are not eligible to be considered for the position.
- 15.03 All qualified Occasional Teacher applicants shall be considered for an interview. When more than five (5) Occasional Teacher applicants apply, the Employer shall short-list a minimum of five (5) qualified candidates for interview purposes. Unsuccessful candidates who were interviewed for long term positions shall receive an oral debriefing upon request.
- 15.04 Should there be no suitable internal candidate interviewed, the Employer will seek an external applicant whose name shall be added to the Occasional Teacher List(s). At the conclusion of the teaching assignment, the external candidate shall determine to stay on the Occasional Teacher List(s) or have his/her name removed (as specified in paragraph 10.10).

## **ARTICLE 16 – GROUP BENEFITS**

- 16.01 Upon application, and subject to 16.02 below, a Long Term Occasional teacher is eligible to participate in the Extended Health and Dental Plan which is available to permanent Elementary teachers. Such coverage shall be on the same premium and co-insurance basis as for permanent Elementary teachers.
- 16.02 The following Long Term Occasional teachers may participate in the Benefits Program as specified in 16.01:
- (a) for those who accept a pre-determined assignment that is scheduled to be two (2) months or longer, from the commencement of the assignment; or
  - (b) for those who become a Long Term Occasional Teacher based upon the completion of fifteen (15) consecutive instructional supply days (see 12.01 (b)), from the sixty-first (61st) working day of continuous employment in the assignment .



## LETTER OF UNDERSTANDING

- between -

**The Elementary Teachers' Federation of Ontario -  
Trillium Lakelands Elementary Occasional Teachers' Local  
(hereinafter called the "Local")**

-and -

**Trillium Lakelands District School Board  
(hereinafter called the "Employer")**

### RE: IN-SCHOOL INFORMATION

This is to confirm that the Employer and the Elementary Teachers' Local has discussed and share the view that an Occasional Teacher arriving at a school requires certain basic information in order to be effective in their role. The parties also acknowledge that there have been varying practices, from school to school, in approaches to providing this information.

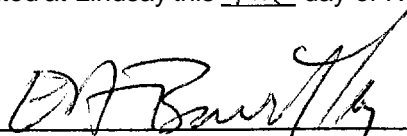
The purpose of this letter is to clarify what information ought to be provided, and to confirm that any problems in this regard which are raised will be referred to the Joint Labour Management Committee for investigation and discussion. These matters are not grievable.

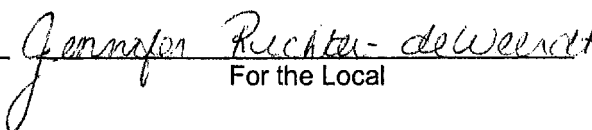
In this context, it is understood that each Principal shall endeavour to ensure that the following in-school information is available to Occasional Teachers:

- a timetable for the Occasional Teacher's assignment (including supervision periods):
- a schedule for identifying period times:
- an up-to-date class list and a seating plan;
- a floor plan of the school:
- an outline of the school day (including opening procedures, washroom procedures);
- fire drill and emergency procedures;
- written information on school discipline procedures:
- keys or other arrangements for the rooms in which the Occasional Teacher will be teaching;
- information on access to equipment and sources of assistance;
- a report form to provide feedback to the teacher being replaced;
- a list of students with special health-related or other needs;
- a list of students in special in-school support programs, including their timetables:
- a list of students arriving by bus.

The Principal shall also endeavour to ensure, to the extent possible, that lesson plans and textbooks are available for the class in the case of short term Occasional Teaching assignments.

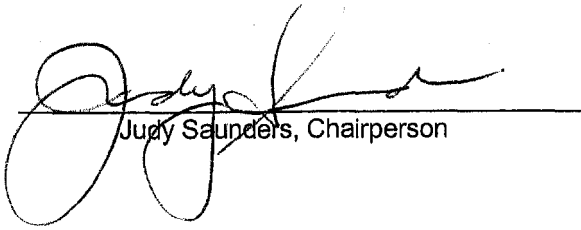
Dated at Lindsay this 7<sup>th</sup> day of November, 2000.

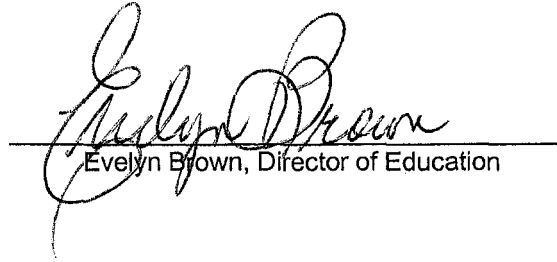
  
\_\_\_\_\_  
For the Employer

  
\_\_\_\_\_  
For the Local

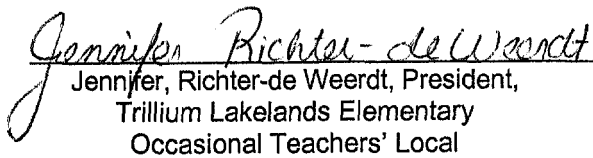
IN WITNESS WHEREOF each of the Parties has caused this Collective Agreement to be signed by its duly authorized representatives this 7<sup>th</sup> day of November, 2000.

on behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

  
\_\_\_\_\_  
Judy Saunders, Chairperson

  
\_\_\_\_\_  
Evelyn Brown, Director of Education

on behalf of OCCASIONAL TEACHERS EMPLOYED IN THE ELEMENTARY PANEL BY THE TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

  
\_\_\_\_\_  
Jennifer, Richter-de Weerd, President,  
Trillium Lakelands Elementary  
Occasional Teachers' Local

## GENERAL INFORMATION

### Elementary Occasional Teachers' Local

*President:*

Jennifer Richter-deWeerd  
105 McMurray Street  
Bracebridge, ON P1L 1R8  
Telephone/Fax: (705) 645-0364  
e-mail: jennifer.richter@TLDSB.on.ca

### Trillium Lakelands District School Board

#### Lindsay Corporate Office

P.O. Box 420, 300 County Rd. #36  
Lindsay, Ontario K9V 4S4  
*Main Switchboard:* (705) 324-6776  
*Voice Mail:* (705) 324-5300  
*Fax (Main):* (705) 324-2036  
*Fax (H.R. Dept.):* (705) 324-0525

#### Frequently called numbers:

H.R. Administrator, ext. 176  
H.R. Executive Assistant, ext. 121  
H.R. Clerk, ext. 186  
H.R. Data Systems Officer (Benefits), ext. 174  
H.R. Assistant (LTD/WSIB Claims), ext. 143  
Payroll Officer, ext. 179

#### Bracebridge Office

76 Pine Street  
Bracebridge, Ontario P1L 1N4  
**Telephone:** (705) 645-8704  
**Fax:** (705) 645-8452

#### Frequently called numbers:

Executive Assistant, ext. 257  
H.R. Officer, Elementary Teachers, ext. 251

#### Haliburton Office

P.O. Box 507  
Haliburton, Ontario K0M 1S0  
*Telephone:* (705) 457-1980  
*Fax:* (705) 457-3040

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