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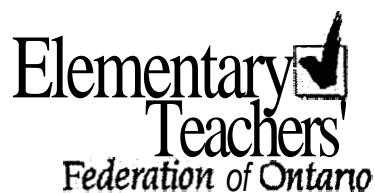
COLLECTIVE AGREEMENT

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

and

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



September 1, 2008 to August 31, 2012

12633 (04)

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ARTICLE 1 - PURPOSE

- 1.01 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.
- 1.02 This Collective Agreement shall apply only to the Members of the Elementary Teachers' Federation of Ontario – Trillium Lakelands Occasional Teachers' Local and to the Trillium Lakelands District School Board.

Note: For purposes of clarification, the Parties understand and agree that Elementary Teachers are not covered by this Agreement.

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 – DEFINITIONS

- 3.01 "Occasional Teacher" shall mean an Occasional Teacher as defined in the *Education Act*.
- 3.02 "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.
- 3.03 "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.
- 3.04 "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.
- 3.05 "Union" means the Elementary Teachers' Federation of Ontario (ETFO).

- 3.06 "Local" means the Trillium Lakelands Occasional Teachers' Local (ETFO-TLOTL), which is the authorized bargaining unit of ETFO for Occasional Teachers in the Elementary Panel, as established in accordance with the ETFO constitution.
- 3.07 "Parties" means the ETFO/Local and the TLDSB.
- 3.08 "Member" refers to a teacher in the Bargaining Unit represented by ETFO Trillium Lakelands Occasional Teachers' Local (ETFO-TLOTL).
- 3.09 "Lockout" and "Strike" means lockout and strike as defined by the *Ontario Labour Relations Act*, as amended from time to time.
- 3.10 "Agreement" refers to this Collective Agreement between the Parties.
- 3.11 "Elementary Teachers" shall mean the Elementary Teachers, other than Occasional Teachers, employed by the Board in its elementary panel.

ARTICLE 4 - DURATION & RENEWAL

- 4.01 The effective period of this Agreement shall be September 1, 2008 to August 31, 2012 inclusive.
- 4.02 This Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect in accordance with the applicable provisions of the *Ontario Labour Relations Act* and the *Education Act*.
- 4.03 In accordance with the *Ontario Labour Relations Act*, Section 59, if either Party gives notice of its desire to negotiate, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement.
- 4.04 No changes can be made to this Agreement without the mutual written consent of the Parties.

ARTICLE 5 – UNION DUES & ASSESSMENTS

- 5.01 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.
- 5.02 The ETFO dues deducted in 5.01 shall be remitted to the General Secretary of the ETFO no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the 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. The local dues deducted in 5.01 shall be remitted to the Local no later than the fifteenth (15th) day of the month following the date on which the deductions were made, accompanied by a list identifying the members, their Social Insurance numbers and the levy deducted.
- 5.03 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 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

- 7.01 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 File

- (a) The personnel file respecting an employee shall be maintained in the Human Resources Department of the Board. Employees in the Bargaining Unit shall have access to their personnel file 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 the file 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.
- (d) Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation/negative material on a Member's file, the Member may request that such disciplinary notation/negative material be reviewed. Such notation/negative material may be removed from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.

It is understood by the Parties that negative material does not include teacher evaluation reports.

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.

8.10 The Local shall have access to the Board's courier system and e-mail system for appropriate and regular formal communication. Inasmuch as this paragraph recognizes the Local as an internal user for the purposes of e-mail and courier, the Local, for its part, agrees to abide by any policies or procedures which are established by the Employer regarding the use of these. The procedures for the acceptable use of the Board's e-mail services shall be posted on the Board's e-mail system.

8.11 The Local shall, upon reasonable notice and subject to availability, be permitted to carry out Union/Local business on Board premises, at reasonable times and in reasonable locations. It is agreed that the Local will reimburse the Employer for any additional direct costs incurred in relation to general meetings of the Local membership held on Board premises.

8.12 Data for Negotiations/Maintenance of Collective Agreement

The Employer agrees to provide the authorized representatives of the Bargaining Unit such statistic data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Agreement. Upon request of the Local, the information shall be provided within a reasonable time.

8.13 Occupational Health & Safety Act

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

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 Group 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.

Step 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.

Step 2

If the reply of the designated Superintendent is not acceptable to the Local, the Local may make a written request within ten (10) days to the Director of Education or designate, who shall answer the grievance in writing within ten (10) 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 ten (10) days of the meeting.

Step 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 ten (10) 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 ten (10) 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 Party seeking to proceed to arbitration shall notify the other Party of such intent, in writing, no later than ten (10) days following receipt of the response at Step Two, or from the expiry of the time for giving such response.

- (a) Where a grievance is referred to arbitration, it shall be heard by a single arbitrator (except as provided in (b), below), and the referring Party shall indicate, in writing, through its legal counsel, its suggested arbitrator(s). The response to the referral to arbitration shall indicate agreement to (one of) the proposed arbitrator(s), or indicate alternative suggested arbitrator(s). If the Parties are unable to agree upon an arbitrator within twenty (20) days, the Parties shall ask the Ontario Ministry of Labour, Office of Arbitration, to appoint a single arbitrator.
- (b) In any particular grievance, either Party may request a Board of Arbitration, rather than a single arbitrator. In that event, either the referral to arbitration or the response to the

referral to arbitration, as the case may be, shall specify the request for a Board of Arbitration, and shall contain the name of the Party's appointee to the Board. The other Party shall, within five (5) days, inform the first Party of the name of its appointee to the Board of Arbitration. The two (2) appointees so selected shall, within fifteen (15) 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 Ontario Ministry of Labour, Office of Arbitration, at the request of either Party.

- 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 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.

9.18 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 County of Haliburton and District of Muskoka. 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 City of Kawartha Lakes.
- 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 area, or leaves of absence as determined by 13.07, the cap may be exceeded, provided there has been consultation with the President of the Bargaining Unit prior to the names being added to the list. 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 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, February 15th and June 30th of each year. The President of the Bargaining Unit shall be informed of any additions or deletions to the list.
- 10.08 The Lists shall provide the following information for each Occasional Teacher: name, address, telephone number, e-mail address if available, date of hire, divisions and subjects the Occasional Teacher is qualified to teach, divisions and 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 Occasional 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 and the President of the Bargaining Unit, 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. Occasional Teachers who have not taught a minimum of thirty (30) days 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 in writing, shall be removed from the list. The list shall be culled on an annual basis by the Board, and in consultation with the President of the Bargaining Unit, the August prior to the start of the next school year. Occasional Teachers who are removed from the list for the next school year as a result of said culling shall be notified in writing. The President of the Bargaining Unit shall be informed of those members that are being removed prior to the member(s) being informed in writing.

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 to discuss the individual's removal from the list.

An Occasional Teacher who is removed from the Occasional Teacher List for failure to meet the minimum work requirement may be reinstated to the list if the Occasional Teacher can establish that he/she did not receive offers for at least thirty (30) days during the school year.

- 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.
- 10.16** It is understood that Members who wish to be employed only in the Home Instruction program shall not be counted under the cap specified in **10.02**.
- 10.17** Retiree Occasional Teacher List

- (a) The Board shall maintain separate lists of Occasional Teachers (North and South) who are elementary teacher retirees of the Board, to a maximum of seventy-five (75) teachers. Such retired teachers may be contacted in the event an assignment remains unfilled from the general Occasional Teacher List(s).

Effective September, 2009, retired teachers who are on the elementary Occasional Teacher List(s), may remain on the Elementary Occasional Teacher List(s) in **10.01** if they commit to the obligations in Article **10.06**.

Effective September 2009, retired teachers who are on the Elementary Occasional Teacher List(s) who are not prepared to commit to the obligations in Article **10.06**, shall be given the option of moving to the Retiree Occasional Teacher List(s) specified in paragraph **10.17** or resigning.

- (b) To be eligible for inclusion on the Retiree Occasional Teacher List(s), an applicant must be a retired elementary teacher of the Board, must be a member in good standing with the Ontario College of Teachers, and must have the qualifications to teach at the Elementary Level. They must declare eligibility to teach a minimum of ten (**10**) full-time equivalent days in each school year, in a minimum of four (**4**) of the Board's Elementary schools.
- (c) Upon their retirement from the Board, elementary teachers who wish to be considered for the Occasional Teacher List(s) must advise the Human Resources Coordinator of their interest in being added to the list(s). If space is available, the retiree will be asked to complete and submit an Agreement to Teach form. Thereafter, retirees 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 which includes a commitment to the obligations as outlined in Article 10.06.

- (d) An updated Retiree Occasional Teacher List shall be sent to the President of the Bargaining Unit on October 1st, February 15th and June 30th of each year. The President of the Bargaining Unit shall be informed of any additions or deletions to the list.
- (e) The list shall provide the following information for each Retired Teacher: name, address, telephone number, e-mail address if available, date of hire, divisions and subjects the Retired Teacher is qualified to teach, divisions and subjects the Retired Teacher is willing to teach, number of days per week or the specific days of the week the Retired Teacher is willing to work, and the specific schools at which the Retired Teacher is prepared to work.
- (f) The Retiree Occasional Teacher List(s) shall be culled on an annual basis by the Board, and in consultation with the President of the Bargaining Unit, the August prior to the start of the next school year. Retired Teachers who are removed from the list for the next school year as a result of said culling shall be notified in writing. The President of the Bargaining Unit shall be informed of those members that are being removed prior to the member(s) being informed in writing.
- (g) Retired Teachers who have not taught a minimum of ten (10) days 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 in writing, shall be removed from the list.

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 up to three (3) School preferences per assignment of which only one (1) shall be called, Short Term Occasional Teacher preferences (as specified by means of the Agreement to Teach letter and any subsequent verbal instructions), qualifications, preferred divisions and subjects to be taught;
- (b) Calling other Occasional Teachers on the regional list, 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;
- (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 shall be called;
- (d) Should there be no Occasional Teacher available, a call shall be made to an Occasional Teacher on the Retiree Occasional Teacher List, taking into account the Retired Occasional Teacher preferences (as specified by means of the Agreement to Teach letter and any subsequent verbal instructions), qualifications, preferred divisions and subjects to be taught;
- (e) Calling other Occasional Teachers on the regional Retiree Occasional Teacher List;
- (f) Once the Retired Occasional Teacher list for the region has been exhausted, taking into account all of the qualifiers in (d) and (e) above, another qualified retired occasional teacher shall be called;
- (g) When no qualified teachers are available, a person not holding teacher qualifications may be employed as a Short Term Occasional Teacher.

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.

- 11.02 The Union President shall be provided with a printout of the Elementary Occasional Teacher supply assignments for the periods ending November 30th, January 31st, April 30th and June 30th of each school year. Each report shall be provided by the end of the month following each reporting period.

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, 2008, the Short Term Occasional Teacher daily rate shall be \$196.86 for qualified, and \$110.67 for unqualified teachers. (Note: Unqualified teachers from the former Victoria County Board of Education shall be red-circled at the rate of \$122.63.)
- (c) Effective September 1, 2009, the Short Term Occasional Teacher daily rate shall be \$207.68 for qualified, and \$116.76 for unqualified teachers. (Note: Unqualified teachers from the former Victoria County Board of Education shall be red-circled at the rate of \$122.63.)
- (d) Effective September 1, 2010, the Short Term Occasional Teacher daily rate shall be \$213.91 for qualified, and \$120.26 for unqualified teachers. (Note: Unqualified teachers from the former Victoria County Board of Education shall be red-circled at the rate of \$122.63.)
- (e) Effective September 1, 2011, the Short Term Occasional Teacher daily rate shall be \$220.33 for qualified, and \$123.87 for unqualified teachers.

Effective September 1, 2006, each Occasional Teacher who attains Long Term Occasional Teacher status based on the completion of twelve (12) consecutive instructional days worked in one (1) position shall, upon the thirteenth (13th) consecutive day worked in that position, and retroactive to the first (1st) 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.)

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. The pay will reflect all occasional hours worked up to and including the two weeks 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, unless otherwise expressly noted.

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.

Unused sick leave will be carried forward to a subsequent LTO assignment provided that:

- (i) the subsequent LTO assignment is in the same school year, and
- (ii) the assignments are continuous such that there is no break in service.

For a Teacher whose assignment carries into a second year (see sub-paragraph 3.03 (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, an occasional 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 occasional teacher's physician or dentist. The Employer shall reimburse the teacher for the cost of any medical certificate that is requested.
- (d) A Long Term Occasional Teacher may access up to two (2) days of available sick leave per school year for the care of an immediate family member, subject to the approval of the Principal.

13.02 Bereavement Leave

- (a) A teacher shall be granted up to five (5) days leave of absence with pay and without deduction from sick leave in the case of the death of a parent, spouse and/or child, and up to three (3) days for a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and/or 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, and/or grandparent-in-law and, in the case of a close personal friend, one (1) day shall be granted to attend the funeral.

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 or recommended 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 one-and-a-half (1.5) hours' notice prior to the scheduled commencement of the assignment, the Teacher, upon reporting for duties, shall be assigned duties for the day or part of the day as scheduled by Dispatch and shall be paid at the daily rate of pay for the assignment as scheduled by Dispatch. In the case of transportation disruptions/school closure due to inclement weather, pay is also subject to Board Procedure number **HR-4515-**

AP, "Staff Absence Due to Inclement Weather". Inclement Weather days will not constitute a break in continuous teaching days for the purpose of qualifying as a Long Term Occasional Teacher.

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. Short Term Occasional Teachers may attend Board PA days with the approval of the Board and the Principal, and at their own expense.

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 Responsibility

- (a) It is understood by the parties that the responsibility of the Occasional Teacher is to fulfill the teaching and supervisory duties of a teacher being replaced. Yard duty will not be assigned 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.
- (b) Notwithstanding 14.08 (a), it is understood that comparable supervisory duties may be assigned by the Principal during the day.

- (c) Should the Board employ an Occasional Teacher for an assignment that replaces teachers who are not absent but are involved in other professional activities (eg. coverage for IPRC meetings, grade placements, divisional meetings), the Board, through the dispatchers, will inform the Occasional Teacher.
- (d) On a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher, along with regular day school teachers, may be required to assist in the coverage of classes.

ARTICLE 15 - POSTING PROCEDURES FOR LONG TERM OCCASIONAL POSITIONS

- 15.01 Long Term Occasional positions of which the Employer has a minimum of three (3) weeks' prior notice shall be posted on the Board's web site at least five (5) days prior to the closing date for applications. A copy of the posting shall be forwarded by e-mail 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 twelve (12) consecutive instructional supply days (see 12.01 (g)), from the sixty-first (61st) working day of continuous employment in the assignment.

LETTER OF UNDERSTANDING

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:

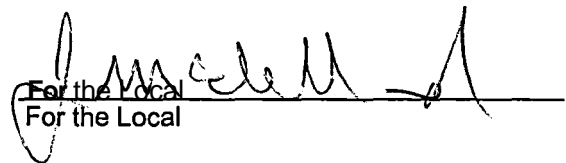
- a timetable for the Occasional Teacher's assignment (including supervision periods);
- a schedule for identifying period times;
- an up-to-date class list and a seating plan;
- a floor plan of the school;
- an outline of the school day (including opening procedures, washroom procedures);
- fire drill 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;;
- a code for the school photo-copier or access to the school photo-copier; and
- Code Red procedures.

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 the City of Kawartha Lakes, Ontario this 4th day of May, 2009



For the Employer



For the Local
For the Local

LETTER OF UNDERSTANDING

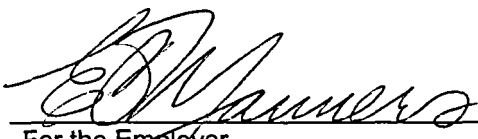
Re: Criminal Reference Checks

WHEREAS Regulation 521/01 of the *Education Act* requires the Employer to conduct criminal reference checks for existing Employees, as well as to collect annual offence declarations from Employees;

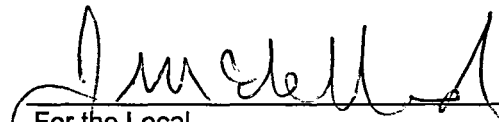
IT IS THEREFORE UNDERSTOOD and agreed that:

1. All reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 shall be stored in a separate and secure location and maintained in a confidential manner. Access to such records and information shall be strictly limited to the Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under paragraph 2 below.
2. Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the Education Act (or any subsequent regulation or law) without the permission of the employee, except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, legal counsel and/or adjudication advisors of the OESC, as appropriate.
3. The Local may grieve any disciplinary action taken against an Employee based on or related to the information that the Employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the Education Act, or any subsequent regulation or law.
4. The Board shall consult with the Local regarding any changes to the Board's policy or operating procedure with respect to criminal record checks, as well as any changes the Board makes to the electronic offence declaration form.
5. This Memorandum of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article 9.

Dated at the City of Kawartha Lakes, Ontario this 4th day of May, 2009



For the Employer



For the Local

LETTER OF UNDERSTANDING

Re: Electronic Communications

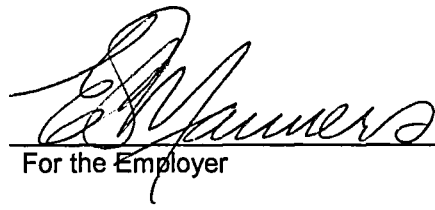
The Parties acknowledge that the Board will implement the following procedures during the life of the collective agreement:

- a) Electronic posting of internal ads to replace paper postings;
- b) Electronic distribution of the member's pay statement; and
- c) Electronic distribution, return and storage of annual Offence Declarations.

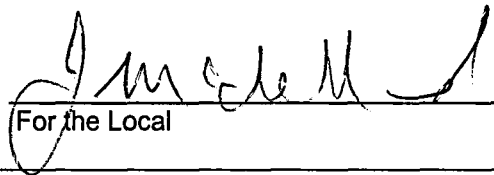
The Board agrees to consult with the Union, under the auspices of the Labour/Management Committee, prior to the implementation of the above-noted conversions to an electronic format.

Further, the Parties agree to review the possibility of implementing an electronic application process for internal vacancies.

Dated at the City of Kawartha Lakes, Ontario this 4th day of May, 2009



For the Employer



For the Local

LETTER OF UNDERSTANDING

Re: Occasional Teacher Performance Appraisal

In recent collective bargaining negotiations, issues were raised related to the evaluation process for occasional teachers.

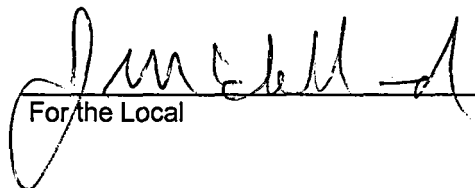
The Parties agree to refer this issue to a joint committee composed of up to three (3) members of the Local and three (3) members of the Board.

The Committee shall commence its deliberations as soon as possible following the ratification of the Collective Agreement. The Committee will review existing Board employee evaluation policies/procedures. Following the review the Committee will develop an evaluation policy/procedure specifically for occasional teachers for consideration of Director's Council and the Board.

Dated at the City of Kawartha Lakes, Ontario this 4th day of May, 2009



For the Employer



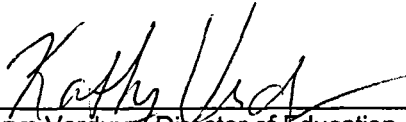
For the Local

Dated at the City of Kawartha Lakes, Ontario this 4th day of May, 2009

on behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:




Valerie Smith, Chairperson

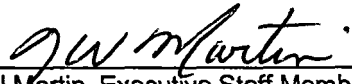


Kathryn Verduyn, Director of Education


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



John McClelland, President,
Trillium Lakelands Occasional Teachers' Local



Bill Martin, Executive Staff Member,
Elementary Teachers' Federation of Ontario



Margaret Dewar
Collective Bargaining Representative
Trillium Lakelands Occasional Teachers' Local

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GENERAL INFORMATION

ETFO-Trillium Lakelands Occasional Teachers?Local

President: John McClelland (to June 30,2009)
ETFO – Trillium Lakelands Occasional Teachers' Local
S 2150 Concession 5, Brock RR #4
Sunderland, Ontario
L0C 1H0
705-357-2355

President: Tracy Blodgett (July 1, 2009 to June 30, 2011)
11 Cora Street West
Huntsville, Ontario
P1H 1V7
705-787-0856 (home)

etfo.tlotl@gmail.com

Trillium Lakelands District School Board

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1-888-526-5552 – North ext. 22245 / South ext. 22167

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Lindsay, Ontario K9V 4S4
Main Switchboard: (705) 324-6776
Voice Mail: (705) 324-5300
Fax (Main): (705) 324-2036
fax (H.R. Dept.): (705) 324-8913

Frequently called numbers:
Human Resources Administrator, ext. 22105
H.R. Executive Assistant, ext. 22121
H.R. Clerk, ext. 22128
H.R. Data Systems Officer (Benefits), ext. 22174
Attendance & Disability Management Officer, ext. 22143
Payroll Officer, ext. 22179

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

Frequently called numbers:
H.R. Officer, Elementary Teachers, ext. 21251

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

