

2008 - 2012

COLLECTIVE AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD

And

**THE ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO**

**KEEWATIN-PATRICIA OCCASIONAL TEACHERS'
LOCAL**

13097 (03)

INDEX

Page

1.00	PURPOSE.....	1
2.00	SCOPE AND RECOGNITION.....	1
3.00	DEFINITIONS.....	1
4.00	UNION DUES AND ASSESSMENTS.....	1
5.00	RIGHTS AND RESPONSIBILITIES.....	2
6.00	PERSONNEL FILES.....	3
7.00	COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION.....	3
8.00	OCCASIONAL TEACHER LISTS.....	3
9.00	CALLING OF OCCASIONAL TEACHERS.....	4
10.00	JOB VACANCIES: LONG TERM ASSIGNMENTS AND TEACHING POSITIONS.....	5
11.00	SALARY.....	5
12.00	WORKING CONDITIONS.....	7
13.00	MEDICAL PROCEDURES.....	7
14.00	SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE.....	7
15.00	OCCUPATIONAL HEALTH AND SAFETY.....	8
16.00	TEACHER-BOARD RELATIONS COMMITTEE.....	9
17.00	PAID SICK LEAVE.....	9
18.00	VOLUNTARY LEAVE OF ABSENCE.....	9
19.00	LEAVE FOR UNION BUSINESS.....	9
20.00	SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS.....	9
21.00	PREGNANCY/PARENTAL LEAVE.....	10
22.00	GRIEVANCE AND ARBITRATION PROCEDURE.....	11
23.00	STRIKES AND LOCKOUTS.....	13
24.00	UNION REPRESENTATION.....	13
25.00	CORRESPONDENCE.....	13
26.00	PROFESSIONAL ACTIVITY DAYS.....	13
27.00	REPRESENTATION.....	13
28.00	CRIMINAL BACKGROUND CHECKS.....	13
29.00	DURATION AND RENEWAL.....	14
	APPENDIX A: ELEMENTARY LONG TERM OCCASIONAL DAILY RATES.....	15
	APPENDIX B: LETTER OF AGREEMENT – Evaluation Process.....	17
	AGREEMENT OF CONTRACT.....	18

1.00 PURPOSE

- 1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

2.00 SCOPE AND RECOGNITION

- 2.01 The employer being the Keewatin-Patricia District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union,") as the bargaining agent for all elementary Occasional Teachers employed by the Board .

3.00 DEFINITIONS

- 3.01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act.
- 3.02 "Probationary Occasional Teacher" is a newly hired Occasional Teacher who shall be on probation for up to a total of twenty-five (25) full teaching days as an Occasional Teacher. Notwithstanding, a surplus or retired Teacher would be considered to be a non-probationary occasional teacher if s/he chooses to be placed on the Occasional Teacher List.
- 3.03 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of 10 or more consecutive teaching days as a substitute for the same Teacher.
- 3.04 "Daily Occasional Teacher" shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.
- 3.05 "Unqualified Occasional Teacher" shall mean a person who does not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, approved by the Board for inclusion on an Emergency Unqualified Occasional Teacher List.
- 3.06 "Occasional Teacher List(s)" means a list of all Occasional Teachers approved by the Board to teach as an Occasional Teacher with the Board and who have paid their membership fees to the Elementary Teachers Federation, Keewatin-Patricia Occasional Teachers Local.
- 3.07 "Elementary Teachers" shall mean the Elementary Teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- 3.08 "School Term" shall mean the period from September through December or the period from January through June.
- 3.09 "Board" shall mean the Board and its predecessors.
- 3.10 "Local" shall mean ETFO Keewatin-Patricia Occasional Teacher Local.
- 3.12 "Union" shall mean the Elementary Teachers Federation of Ontario (ETFO).

4.00 UNION DUES AND ASSESSMENTS

- 4.01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of ETFO within thirty (30) days of the dues being deducted for elementary occasional teaching days.
- 4.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form. A copy of this list and these deductions shall be forwarded to the President of the Local after each submission to the General Secretary of ETFO.
- 4.03 The Board shall provide to the Union, by September 15th of each year, or earlier if possible, a letter stating the total number of absences of elementary school, Daily and Long Term Occasional teaching assignments for the previous year.

- 4.04 The Board shall deduct from the first pay cheque issued to each Occasional Teacher, each school year, the Local levy fee. The Board shall forward to the Union the monies collected before January 31 and July 31 of each year. Unless otherwise notified, the fee shall be a one time payment of ten dollars (\$10.00). A copy of this list of Occasional Teachers and these deductions shall be forwarded to the President of the Occasional Teacher Bargaining Unit.

5.00 RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

- 5.01 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

Statutory Responsibilities

- 5.02 The Board agrees to comply with the Education Act, the Employment Standards Act, the Ontario Human Rights Code, the Occupational Health and Safety Act, and any other applicable statutes governing education and employment, and all regulations thereunder.

No Penalty

- 5.03 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

No Discrimination

- 5.04 The Board and the Occasional Teachers agree that there shall be equal treatment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, or because of participation in the activities of, or membership in, the Union.

Evaluations

- 5.05
- a) Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence. No member of a union shall be required or requested to evaluate an occasional teachers' competence.
 - b) Occasional Teachers may be evaluated upon request of an Occasional Teacher, or the employer. The Ontario Teacher Performance Appraisal Document will be utilized for such appraisals.
 - c) The jointly developed Occasional Teacher Performance Appraisal Procedure, as applicable to the particular status of the Occasional Teacher (Daily, Long Term or Probationary) shall be used for the appraisal of occasional teachers. The procedure may be amended from time to time following joint discussions between the Board and the Bargaining Unit.

Just Cause

- 5.06
- a) i) No Occasional Teacher, who has completed the probationary period, shall be demoted, discharged, dismissed, disciplined in any way, have his or her name removed from the list(s), or fail to be assigned work as a result of performance or conduct, without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing.
 - ii) Notwithstanding a) i) above, a probationary Occasional Teacher who does not have access to the grievance process, and has been demoted, discharged, dismissed, or disciplined, will be provided a written explanation of any such actions.
 - b) In circumstances outlined in a) i) and ii), the Board will hold a meeting between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have the right to have a Union representative present at the meeting.

- 5.07 A newly hired Occasional Teacher shall be on probation for up to a total of twenty-five (25) full teaching days as an Occasional Teacher and will not have access to the grievance procedure in instances of demotion, discharge, dismissal or discipline. Such cause shall be provided to the Occasional Teacher in writing. Notwithstanding, a surplus or retired Teacher would be considered to be a non-probationary occasional teacher if s/he chooses to be placed on the Occasional Teacher List. Completion of the probationary period shall be in accordance with the Probationary Occasional Teacher Performance Appraisal Document.

Harassment

- 5.08 The parties recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary as per Board Policy – “Employee Code of Conduct”, #706, #708 “Respectful Working and Learning Environment” and #709, “Workplace Harassment” any of which may be amended from time to time.

6.00 PERSONNEL FILES

- 6.01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.
- 6.02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.
- 6.03 An Occasional Teacher shall be entitled, upon request, to copies of materials contained in his/her personnel file.
- 6.04 Occasional Teachers shall receive copies of any formal evaluations or letters of discipline placed in their personnel file within five (5) days of the material being filed.
- 6.05 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 6.06 An Occasional Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in 6.04 and 6.05. The Occasional Teacher’s written submission shall become part of the file.
- 6.07 An Occasional Teacher may request to have copies of pertinent materials placed in his or her central personnel file.

Adverse Materials

- 6.08 Upon written request of the occasional teacher, a written warning or other disciplinary action may be removed from a teacher’s personnel file after a minimum of two (2) years providing the personnel record has been free of any written warning or other disciplinary action during the intervening period. Such request shall be submitted in writing to the Human Resources Manager.

7.00 COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- 7.01 The Board shall provide a copy of the current collective agreement to all occasional teachers on the occasional teacher list and to any occasional teacher who may be hired to the list throughout the term of this collective agreement. Further, the Board shall provide an electronic copy to the principal of each elementary school under the jurisdiction of the Board.
- 7.02 The Board shall provide any Occasional Teachers newly added to the list, with an information package to be supplied by the Union.

8.00 OCCASIONAL TEACHER LISTS

- 8.01 The Board shall maintain a qualified Occasional Teacher List and an Unqualified Occasional Teacher List. Unqualified Teachers will only be used in accordance with the Education Act and its regulations and the College of Teachers Act.

- 8.02 a) Only those Occasional Teachers whose names are on the list shall be called for Daily and Long Term Occasional teaching assignments.
- b) Where no one on the list is available and the Board deems it necessary to employ a person whose name is not on the list, the Union shall be advised.
- 8.03 An Occasional Teacher shall notify the Human Resources Office of the Board, in writing, of any changes of address, personal e-mail address (if available) and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 8.04 The list shall indicate which, if any, Occasional Teachers are on Long Term Occasional assignments at the time it is published, and the expected expiry date of the said assignments.
- 8.05 The Union and the Board shall monitor and maintain the various Occasional Teacher Lists, keeping in mind the Board's requirement to staff schools while at the same time having an awareness of the need to ensure that the Occasional Teachers need to maximize their opportunities to work.
- 8.06 The list shall provide the following information for each Occasional Teacher. full name, telephone number, number of days or specific days of the week that the Occasional Teacher is available for work, and specific schools where the Occasional Teacher wishes to work.
- 8.07 On or about September 30th of each school year, the Board will provide the Union and the Local President with the addresses and telephone numbers of all Occasional Teachers on the Board's list. Any amendments to the list shall be forwarded to the Union and the Local President as they occur.
- 8.08 An Occasional Teacher's name shall be removed from the list for the following reasons:
- (i) he or she is removed for just and sufficient cause;
 - (ii) he or she asks to have his/her name removed from the list;
 - (iii) he or she fails to notify the Human Resources Office by July 1st each year of his/her desire to remain on the list for the next school year. The Board shall provide the Intent to Return Forms at each school. It shall be the responsibility of each Occasional Teacher to complete and submit the form to the Human Resources Office by July 1st to be included on the September 1st Occasional Teacher List.
 - (iv) He or she resigns.
- 8.09 It is incumbent upon an Occasional Teacher who becomes unavailable for work for a period of a month or more to notify Human Resources of such absence in writing.
- 8.10 An Occasional Teacher shall have access to the Board's email and shall be informed of this when placed on the occasional teacher list.
- 9.00 CALLING OF OCCASIONAL TEACHERS**
- 9.01 Only persons employed by the Board in accordance with this collective agreement or in accordance with the Board's Elementary Teachers' collective agreement shall be assigned to teach elementary pupils.
- 9.02 The Board shall assign an Occasional Teacher when an Elementary Teacher with a classroom assignment is absent.
- 9.03 Every year an Occasional Teacher shall complete the "Intent to Return" form provided by the Board in accordance with *8.08*.
- 9.04 The Board and the Local agree to continue to work together to resolve call-in issues which may arise over the term of this collective agreement. It shall be the responsibility of the Bargaining Unit, through member communication and without fear of reprisal, to bring these matters forward to Human Resources.
- 9.05 All Occasional Teachers will ensure that they have an answering service available so that a message about a missed opportunity to work will be recorded.

10.00 JOB VACANCIES: LONG TERM ASSIGNMENTS AND TEACHING POSITIONS

Long Term Occasional Teaching Assignments

- 10.01 When a known Long Term Occasional position declared by the Board becomes available, the Board will notify the Local President and post such notice for five (5) days, (including the Public Folders), following which the position may be filled. Positions may be advertised externally subsequent to or simultaneously with internal postings. Internal applicants shall be given first consideration.
- 10.02 Should the Board be unable to fill a position from among the Occasional Teachers on the Board's Occasional Teacher Lists, the position may be filled externally.
- 10.03 It is understood 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, unless the posted position requires special qualifications held by an individual teacher already in a Long Term Occasional Assignment.

Job Vacancies – Teaching Positions

- 10.04 The Board will forward to the President of the Elementary Occasional Teachers' Local, copies of all job postings for full-time and part-time educational positions.
- 10.05 The Board will post vacancies for five (5) days prior to the closing date in order to allow sufficient time for all interested and qualified Occasional Teachers to make application.
- 10.06 The Board shall give consideration to qualified occasional teacher candidates who apply for teaching positions.

11.00 SALARY

- 11.01 Effective upon the date of ratification of this Collective Agreement, the Board shall pay rates of remuneration for Daily Occasional Teachers as follows:

	Qualified			Unqualified		
	Base	PDT Adj	Total	Base	PDT Adj	Total
Effective: September 1/2008	\$204.00		\$204.00	\$153.00		\$153.00
Effective: September 1/2009	\$208.08	\$7.14	\$215.22	\$156.06	\$5.36	\$161.42
Effective: September 1/2010	\$214.32	\$7.35	\$221.67	\$160.74	\$5.52	\$166.26
Effective: September 1/2011	\$220.75	\$7.57	\$228.32	\$165.56	\$5.69	\$171.25

Effective August 31, 2012 \$225.11 \$7.65 \$168.83 \$5.74

It is understood that the daily rate for occasional teachers includes statutory holiday pay and vacation pay.

- 11.02 a) Daily Occasional Teachers shall be paid on a bi-weekly basis, by direct deposit into the bank, trust company or credit union account designated by the Teacher. An Occasional Teacher who changes bank, trust company or credit union shall notify, in writing, the Payroll Department, at least two weeks in advance of the next scheduled payday.
- b) An Occasional Teacher who holds a teaching assignment of 0.5 or more with the Keewatin-Patricia Teacher Local will be paid on a monthly basis as opposed to being paid on a weekly basis.
- 11.03 The Daily Occasional Teacher's remuneration shall be determined either by a half day or a full day worked. Half/full day can be a combination of various assignments that total no more than a regular teaching assignment.

11.00 SALARY (CONTINUED)

- 11.04 a) Long Term Occasional Teachers shall be paid for each day of employment at a daily rate of 1/194 of the appropriate salary grid according to their qualifications and teaching experience. It is understood that payment on the elementary Teachers' salary grid includes payment for vacation pay and payment in lieu of benefits. (Appendix A – Elementary Long Term Occasional Daily Rates Grid)
- b) Where an unqualified Occasional Teacher is employed in a long term assignment, s/he shall be compensated at 1/194 of Category A, 0 years of experience.

Teacher Experience

- 11.05 a) A Long Term Occasional Teacher shall be placed on the appropriate salary grid in accordance with the Occasional Teacher's recognized teaching experience and category/group placement effective on the first (1st) day of a single assignment should an assignment replacing the same Teacher extend beyond nine (9) consecutive teaching days.
- b) In accordance with Article 11.05 a) the appropriate salary grid will be the grid of the panel, elementary or secondary, in which the assignment occurs. The qualifications and experience will be those of the Occasional Teacher accepting the assignment being applied to the appropriate grid.
- c) Should a long term assignment expire prior to ninety school days from their first day worked as an Occasional Teacher (see Articles 11.07 & 11.10), any retroactive adjustment will be protected to the end of ninety school days from their first day worked as an Occasional Teacher.
- 11.06 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address of the Occasional Teacher.
- 11.07 It shall be the responsibility of the Occasional Teacher to provide the Board with all relevant statements of teaching experience within ninety (90) school days of their first day worked as an Occasional Teacher for retroactive adjustment to the first day of any long term assignment.
- 11.08 Statements of experience for Long Term Occasional Assignments will be issued semi-annually to each Occasional Teacher who has completed a Long Term Occasional Assignment within that period. The statement of experience will include the number of days worked in each Long Term Occasional Assignment and the period of each assignment.

Category/Group Placement

- 11.09 An Occasional Teachers will be credited with experience in days for teaching on a permanent, probationary or long term contract, or performing duties that require a teaching certificate, pro rated for part time teaching and occasional teaching on a daily basis. All such experience shall be totalled, divided by 194 and rounded to the nearest full year (194 days). Such credited teaching experience will apply to grid experience when the Occasional Teacher is placed on a Long Term Occasional teaching assignment.

It is incumbent upon all Occasional Teachers to submit documentary proof of experience to the Board. It is recognized that the primary documentary proof acceptable will be the Teacher's Pension Plan Service Record indicating the summary of experience, or written confirmation from the prior employing Board including the number of days taught, or such other documentation deemed acceptable by Human Resources.

- 11.10 Upon hire, it shall be the responsibility of the Occasional Teacher to provide the Board with a QECO Programme 5 Rating Statement and/or an OSSTF Certification Rating Statement (September 1997 Certification Plan) and any supporting documents within ninety (90) school days from their first day worked as an Occasional Teacher for retroactive adjustment to the first day of the long term assignment. Should such statement(s) not be submitted within such timelines, retroactivity will not be applied to the salary adjustment.

If receipt of the QECO or OSSTF statement is delayed, as a result of circumstances beyond the Occasional Teacher's control, such retroactive adjustment will not be unreasonably withheld. It shall be the responsibility of the Occasional Teacher to provide proof of his/her timely application for the evaluation.

- 11.11 Each Occasional Teachers' category/group classification on the salary grid shall be determined by the application of the current QECO Programme and/or Certification plan of OSSTF, or at the option of the Occasional Teacher, he or she may continue placement under the previous programme/plan. Should QECO or OSSTF develop a new programme/plan during the life of the collective agreement, the new programme/plan shall apply. An Occasional Teacher who has chosen per the above, to continue placement under a previous programme/plan shall have the option to either continue placement under the chosen programme/plan or to have his/her placement determined according to the new QECO programme/OSSTF Certification Plan.

Where an Occasional Teacher has decided to continue under the current programme/ plan and later decides to have his/her placement re-evaluated, he/she must notify the Board when making application. Any such resulting adjustment will be made in accordance with his/her application for re-evaluation and will not be made retroactive any further than the time of his/her re-application.

- 11.12 It shall be the responsibility of the Occasional Teacher to provide the Board with a QECO Programme 4 Rating Statement and/or an OSSTF Certification Rating Statement (September 1997 Certification Plan) and any supporting documents within ninety (90) school days from their first day worked as an Occasional Teacher for retroactive adjustment to the first day of the long term assignment.

If receipt of the QECO or OSSTF statement is delayed, as a result of circumstances beyond the Occasional Teacher's control, such retroactive adjustment will not be unreasonably withheld. It shall be the responsibility of the Occasional Teacher to provide proof of his/her timely application for the evaluation.

- 11.13 The Record of Employment (ROE) certificates for casual Occasional Teachers will be issued at the end of the school year upon request of the Occasional Teacher. Long Term Occasional Teachers will receive the Record of Employment (ROE) at the conclusion of their assignment or at the end of the school year by request.

12.00 WORKING CONDITIONS

- 12.01 The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given. The Board will ensure that each school will:
- a) Provide basic school related information to assist the Occasional Teacher at the beginning of the assignment;
 - b) Assign only the regular schedule of the Teacher being replaced;
 - c) Avoid assigning early morning yard duty on the first day of the assignment and avoid assigning lunch time duty if it is only an afternoon assignment on the first day of an assignment;
 - d) make the School Principal, or designate available to assist the Occasional Teacher in matters of discipline with students.

13.00 MEDICAL PROCEDURES

Not Responsible for Diagnosis or Medication

- 13.01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk, injury or liability for negligence.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

14.00 SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE

- 14.01 If circumstances require the cancellation of a Daily Occasional assignment the following provisions will apply:

- a) for travel over 80 km. from the occasional teachers' home attendance area, two (2) hours advance notice is required*
- b) For all other cancellations, one (1) hour advance notice is required*

If the above cancellation requirements are met, the occasional teacher will not be paid.

Where an assignment is cancelled less than one or two hours* as required above, the occasional teacher has the option to report for work and be paid for the full time equivalent of the original assignment.

*15 minutes from the start of classes shall determine the one or two hour requirement.

An Occasional Teacher who is called for a half day assignment, who reports, and who finds that his or her services are not required shall be assigned duties for the half day and shall be paid for a half day's pay.

An Occasional Teacher who is called in for a full day assignment, who reports, and finds that his or her services are not required shall be assigned duties for the full day and shall be paid a full day's pay.

The Occasional Teacher may decline the assignment and forfeit pay.

Late Calls

- 14.02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives within a reasonable time of receiving such late request.

Emergencies

- 14.03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid full pay at the applicable rate of pay.

- 14.04 **Inclement Weather**

In cases of inclement weather, Board Policy #804, Temporary Closing of Schools/Early Dismissal, will apply.

15.00 OCCUPATIONAL HEALTH AND SAFETY

- 15.01 The Board and the ETFO Occasional Teachers' Bargaining Unit recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respectful duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

Work Refusal

- 15.02 No Occasional Teacher shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for otherwise seeking to enforce her or his rights in any matter related to health and safety.

Health and Safety Committee

- 15.03 The Board agrees to provide Certification Training for one member of each panel for Occasional Teachers. Training will be provided at the Board's expense with the Occasional Teacher's time being unpaid.
- 15.04 The Board recognizes that every Occasional Teacher has the right to be free from violence and threats of violence in the workplace and will take every reasonable precaution for the protection of Occasional Teachers from violence or threats of violence, in accordance with Policy #709 "Respectful Working and Learning Environment" and #709 "Workplace Harassment".
- 15.05 The President of the Local shall receive a copy of any incident report filed by an Occasional Teacher with the Board. Such reports shall include, but are not limited to, violence incidence reports and W.S.I.B. claims.
- 15.06 The Board and the Local agree to continue communication among elementary occasional teachers to educate them about the symptoms of such diseases and about measures that can be taken to reduce exposure to them.

- 15.07 Where a communicable disease prevents a long term occasional teacher who is pregnant from attending to her duties, every consideration will be made to provide that the individual will be temporarily reassigned, in accordance with physician's orders, with pay and without loss of sick leave.

16.00 TEACHER-BOARD RELATIONS COMMITTEE

- 16.01 The Teacher-Board Relations Committee shall be composed of an equal number of members from the Union and the Board. The Union and the Board shall each appoint a Co-Chair either of whom may request a meeting.
- 16.02 The Teacher-Board Relations Committee may discuss general conditions of employment and other concerns not covered by this agreement.

17.00 PAID SICK LEAVE

Long Term Occasional Teachers

- 17.01 Long Term Occasional Teachers shall accumulate sick leave credits at the rate of one (1) day's credit for each ten (10) days of long term assignment completed. Sick leave credits shall accumulate throughout the year and will be transferred to other Long Term Occasional assignments within the same year, but will not extend beyond the end of the school year.
- 17.02 Sick leave credits for each Long Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. For absence due to illness or injury in excess of five (5) consecutive days, such Occasional Teacher shall, if requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a health care practitioner.

18.00 VOLUNTARY LEAVE OF ABSENCE

- 18.01 Upon written request to the Human Resources Department, the Board agrees to approve a voluntary leave of absence for any Occasional Teacher on the Occasional Teacher List(s). Such leave may be for a period up to and including one school year. The Occasional Teacher's name will be returned to the list upon receipt of and in accordance with a written request from the Occasional Teacher.

19.00 LEAVE FOR UNION BUSINESS

- 19.01 The Board will allow members of the Local enough release time to conduct the business of the Union in accordance with the guidelines set out by ETFO. Such released members will receive pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.

The union shall reimburse the Board with respect to its actual costs for such release time.

20.00 SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS

Bereavement Leave

- 20.01 The Director of Education, or designate, shall grant up to five (5) consecutive working days with pay for bereavement in the event of the death of a partner of a person with whom the Occasional Teacher resides, a child, a parent/guardian, a sibling, a grandchild, a grandparent, or a parent of a Partner.

Bereavement leave is for the sole purpose of grieving in the loss of a loved one and/or handling the affairs of the deceased individual.

Jury Duty

- 20.02 When an Occasional Teacher is required to be absent because of jury duty, or as a witness in any court to which the Occasional Teacher has been summoned in any proceedings to which the Occasional Teacher is not a party, or one of the persons charged, the Occasional Teacher shall not lose regular pay because of necessary absence from work due to such attendance, provided that the Occasional Teacher:

- a) Informs the Board as soon as possible upon being notified that the Occasional Teacher will be required to attend Court;
- b) Presents proof of service requiring the Occasional Teacher's attendance;
- c) Pays to the Board any fees, exclusive of travelling allowances and living expenses, that the Occasional Teacher receives as a juror or witness.

Quarantine

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

21.00 PREGNANCY/PARENTAL LEAVE

21.01 The Board shall grant to an Occasional Teacher a maternity leave in accordance with Provincial requirements.

- a) Maternity leave means unpaid leave taken for the purpose related to giving birth.
- b) An Occasional Teacher must give the Board written notice at least two (2) weeks prior to the start of the maternity leave and provide a medical certificate indicating the expected date of birth.
- c) An Occasional Teacher on maternity leave shall continue to be entitled to all rights, benefits and privileges which the employee would normally be entitled to under provisions governing maternity leave, including:
 - i) accumulation of credit for sick leave, and teaching experience;
 - ii) participation in each type of benefit plan that is related to the Teacher's employment unless the Teacher elects in writing not to do so;
 - iii) The Board shall continue to make Board's contribution to benefit plans (if any) such as pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and disability plans unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions, if any.
- d) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the Occasional Teacher and may begin no earlier than seventeen (17) weeks before the expected birth date referred to in section b).
- e) An Occasional Teacher granted an unpaid leave of absence for maternity shall not be entitled to sick leave benefits for the duration of the maternity leave.
- f) An Occasional Teacher returning from maternity leave will be returned to the Occasional Teacher List(s) in accordance with their request.

21.02 Parental Leave

The Board shall grant to an Occasional Teacher a parental leave in accordance with Provincial requirements.

- a) Parental leave means unpaid leave taken following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- b) An Occasional Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.
- c) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- d) The parental leave of an employee who takes maternity leave must begin when the maternity leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

21.00 PREGNANCY/PARENTAL LEAVE (CONTINUED)

- e) The Occasional Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the Occasional Teacher who is the parent of a child stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, in which case the parental leave begins on the date the Occasional Teacher stops working.

In such cases, the Occasional Teacher must give the Board written notice that the Occasional Teacher wishes to take leave within two (2) weeks after the Occasional Teacher stops working.
- f) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the Occasional Teacher gives the Board at least four (4) weeks written notice of that day.
- g) During parental leave, an Occasional Teacher continues to participate in each type of benefit plan that is related to the Occasional Teacher's employment unless the Occasional Teacher elects in writing not to do so.
- h) The Board shall continue to make Board's contribution to benefit plans (if any) such as pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and disability plans unless the Occasional Teacher gives the Board written notice that the Occasional Teacher does not intend to pay the employee's contributions, if any.
- i) Teaching experience, and sick leave credits will continue to accrue during parent leave.
- j) An Occasional Teacher returning from parental leave will be returned to the Occasional Teachers' List(s) in accordance with their request.
- k) One (1) day of paid parental leave shall be granted to an Occasional Teacher adopting a child. This leave will be taken at the time of placement of the child or court finalization of the adoption.

22.00 GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

- 22.01 Any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

It is understood that an employee has no grievance until the matter has been referred to the appropriate principal or designate and an opportunity given to adjust the complaint.

All grievance correspondence from the Local shall be submitted to the Director or designate through the office of the Human Resources Manager.

Individual Grievance

STEP 1

- 22.02 Grievance(s) must be submitted by the Local in writing to the appropriate Superintendent or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Local representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP 2

- 22.03 If no settlement is reached, the Local shall file the grievance in writing to the Director of Education with ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education. A written response will be provided to the Local from the Director of Education within five (5) school days of the meeting.

STEP 3

- 22.04 If no settlement is reached, the Local may submit the grievance to arbitration within ten (10) school days of receipt of the response.

Arbitration

- 22.05 When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Decision of the Arbitrator

- 22.06 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any employee or employees affected by it.

Board of Arbitration

- 22.07 When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the Arbitration Board, the other party may request the Minister of Labour of Ontario to refer the grievance to a single arbitrator.

Powers of the Board of Arbitration

- 22.08 An arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or Arbitration Board under the Labour Relations Act and, in addition, has the power:
- (a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so; and
 - (b) to grant such interim orders, including interim relief, as the arbitrator or Arbitration Board considers proper, including interim reinstatement.

Decision of the Board of Arbitration

- 22.09 An Arbitration Board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of arbitration shall be final and binding.

Expenses of the Arbitrator or Board of Arbitration

- 22.10 Both parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (½) of the fees and expenses of the chair of the Arbitration Board.

Policy Grievance

- 22.11 The Local and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Local or the Director of Education.

Grievance Mediation

- 22.12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.
- 22.13 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practical, such meetings shall be held during the school day.

23.00 STRIKES AND LOCKOUTS

23.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

Strike by other Board Employees

23.02 Where an Occasional Teacher feels that his/her safety is jeopardized by crossing a picket line, the Occasional Teacher shall contact the Director of Education, or designate, who in turn will provide for the safety of the employee in reporting for work.

24.00 UNION REPRESENTATION

24.01 The Local shall provide the Board with the names of those persons elected to office in the Local and who are authorized to act on behalf of the Union.

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

24.03 The Board shall provide Occasional Teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program.

25.00 CORRESPONDENCE

25.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and to and from the President of the Local or designate.

26.00 PROFESSIONAL ACTIVITY DAYS

26.01 The Board shall provide information to the Local about the professional development activities provided by the Board.

26.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

26.03 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity sessions.

26.04 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board. Requests for attendance should be made through a Principal of a school.

26.05 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay. Request for attendance should be made through the Principal of a school.

26.06 The Board will assist the Local in organizing one unpaid Professional Development Day for Occasional Teachers each school year. It is understood that any Professional Development Day organized will be at no cost to the Board unless expenses are pre-authorized by the Board.

27.00 REPRESENTATION

27.01 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of this agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board, if requested, will supply the Local with a list of its supervisory personnel.

28.00 CRIMINAL BACKGROUND CHECKS

28.01 The Board shall pay the cost of any criminal record check required in respect of an incumbent Occasional Teacher, provided the Occasional Teacher participates in the process operated by the Ontario Education Services Corporation.

- 28.02 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of The Education Act and other subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, advise the Local of the names of those so designated. Such personnel shall not be members of the Local.
- 28.03 The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.
- 28.04 The Board shall consult with the Local regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

29.00 DURATION AND RENEWAL

Remains in Effect Until Notice Given

- 29.01 This collective agreement becomes effective on September 1, 2008, and shall remain in effect until August 31, 2012, and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the Labour Relations Act.
- 29.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.
- 29.03 a) Any party to this collective agreement desiring to amend an article or articles of this Agreement shall give notice in writing to the other party and both parties shall meet within fifteen (15) school days of the notice being received.
- b) No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

APPENDIX A

ETFO OCCASIONAL DAILY RATES

Effective the first day of the 2008-2009 school year

	A	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$38,325	197.55	\$43,368	223.55	\$45,535	234.72	\$48,567	250.35	\$50,521	260.42
1	\$40,390	208.20	\$45,738	235.76	\$48,179	248.34	\$51,436	265.13	\$53,637	276.48
2	\$42,452	218.83	\$48,105	247.97	\$50,823	261.97	\$54,303	279.91	\$56,754	292.55
3	\$44,516	229.46	\$50,475	260.18	\$53,467	275.61	\$57,169	294.69	\$59,871	308.61
4	\$46,580	240.10	\$52,842	272.38	\$56,108	289.22	\$60,038	309.48	\$62,988	324.68
5	\$48,642	250.73	\$55,210	284.59	\$58,749	302.83	\$62,904	324.25	\$66,105	340.75
6	\$50,706	261.37	\$57,579	296.80	\$61,394	316.46	\$65,773	339.03	\$69,220	356.81
7	\$52,769	272.00	\$59,948	309.01	\$64,038	330.09	\$68,640	353.81	\$72,338	372.88
8	\$54,821	282.58	\$62,318	321.23	\$66,680	343.71	\$71,508	368.60	\$75,455	388.94
9	\$56,898	293.29	\$64,686	333.43	\$69,323	357.34	\$74,372	383.36	\$78,572	405.01
10	\$58,959	303.91	\$67,433	347.59	\$71,983	371.05	\$77,406	399.00	\$81,747	421.38
11	\$61,022	314.54	\$69,970	360.67	\$74,657	384.83	\$80,898	417.00	\$86,051	443.56
12	\$67,433	347.59								
13	\$69,970	360.67								

Effective the first day of the 2009-2010 school year

	A	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$39,092	201.51	\$44,236	228.02	\$46,446	239.41	\$49,539	255.35	\$51,531	265.62
1	\$41,198	212.36	\$46,653	240.48	\$49,142	253.31	\$52,464	270.43	\$54,709	282.01
2	\$43,301	223.20	\$49,067	252.92	\$51,839	267.21	\$55,389	285.51	\$57,889	298.40
3	\$45,406	234.05	\$51,484	265.38	\$54,537	281.12	\$58,312	300.58	\$61,068	314.79
4	\$47,512	244.91	\$53,899	277.83	\$57,230	295.00	\$61,239	315.66	\$64,248	331.17
5	\$49,615	255.75	\$56,314	290.28	\$59,924	308.89	\$64,163	330.73	\$67,427	347.56
6	\$51,720	266.60	\$58,731	302.73	\$62,622	322.79	\$67,088	345.82	\$70,605	363.94
7	\$53,824	277.44	\$61,147	315.19	\$65,318	336.69	\$70,013	360.89	\$73,785	380.34
8	\$55,917	288.23	\$63,564	327.65	\$68,014	350.59	\$72,938	375.97	\$76,964	396.72
9	\$58,036	299.15	\$65,980	340.10	\$70,710	364.48	\$75,860	391.03	\$80,143	413.11
10	\$60,138	309.99	\$68,782	354.55	\$73,423	378.47	\$78,954	406.98	\$83,382	429.80
11	\$62,242	320.83	\$71,369	367.88	\$76,150	392.53	\$82,516	425.34	\$87,772	452.43
12	\$68,782	354.55								
13	\$71,369	367.88								

Effective the first day of the 2010-2011 school year

	A	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$40,265	207.55	\$45,563	234.86	\$47,839	246.59	\$51,025	263.01	\$53,077	273.59
1	\$42,434	218.73	\$48,052	247.69	\$50,617	260.91	\$54,038	278.55	\$56,351	290.47
2	\$44,600	229.90	\$50,539	260.51	\$53,394	275.23	\$57,050	294.07	\$59,626	307.35
3	\$46,768	241.07	\$53,029	273.34	\$56,173	289.55	\$60,062	309.60	\$62,900	324.23
4	\$48,937	252.25	\$55,516	286.16	\$58,947	303.85	\$63,076	325.13	\$66,175	341.11
5	\$51,103	263.42	\$58,003	298.99	\$61,722	318.15	\$66,087	340.66	\$69,450	357.99
6	\$53,272	274.60	\$60,492	311.82	\$64,500	332.48	\$69,101	356.19	\$72,723	374.86
7	\$55,439	285.77	\$62,982	324.65	\$67,278	346.79	\$72,113	371.72	\$75,999	391.75
8	\$57,595	296.88	\$65,471	337.48	\$70,054	361.11	\$75,126	387.25	\$79,272	408.62
9	\$59,777	308.13	\$67,959	350.31	\$72,831	375.42	\$78,136	402.76	\$82,547	425.50
10	\$61,942	319.29	\$70,845	365.18	\$75,626	389.82	\$81,322	419.19	\$85,883	442.70
11	\$64,109	330.46	\$73,510	378.92	\$78,434	404.30	\$84,992	438.10	\$90,405	466.01
12	\$70,845	365.18								
13	\$73,510	378.92								

Effective the first day of the 2011-2012 school year

	A	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$41,473	213.78	\$46,930	241.91	\$49,274	253.99	\$52,556	270.90	\$54,669	281.80
1	\$43,707	225.29	\$49,494	255.12	\$52,135	268.74	\$55,659	286.90	\$58,041	299.18
2	\$45,939	236.80	\$52,056	268.33	\$54,996	283.48	\$58,762	302.90	\$61,414	316.57
3	\$48,171	248.31	\$54,620	281.54	\$57,858	298.24	\$61,864	318.88	\$64,787	333.96
4	\$50,405	259.82	\$57,181	294.75	\$60,716	312.97	\$64,968	334.89	\$68,161	351.34
5	\$52,636	271.32	\$59,743	307.95	\$63,573	327.70	\$68,070	350.88	\$71,534	368.73
6	\$54,870	282.84	\$62,307	321.17	\$66,435	342.45	\$71,174	366.88	\$74,904	386.11
7	\$57,102	294.34	\$64,871	334.39	\$69,296	357.20	\$74,276	382.87	\$78,279	403.50
8	\$59,323	305.79	\$67,435	347.60	\$72,156	371.94	\$77,380	398.87	\$81,651	420.88
9	\$61,570	317.37	\$69,998	360.82	\$75,016	386.68	\$80,480	414.84	\$85,024	438.27
10	\$63,801	328.87	\$72,971	376.14	\$77,895	401.52	\$83,762	431.76	\$88,460	455.98
11	\$66,032	340.37	\$75,716	390.29	\$80,788	416.43	\$87,541	451.24	\$93,118	479.99
12	\$72,971	376.14								
13	\$75,716	390.29								

LETTER OF AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

And

THE KEEWATIN-PATRICIA OCCASIONAL TEACHER LOCAL
(hereinafter called the "Local")

In recent collective bargaining negotiations, issues were raised related to the current draft evaluation process jointly developed by the parties.

The parties agree to refer this issue to a joint committee to review the draft procedure prior to implementation. The parties agree to re-convene the original committee.

The Committee shall commence its deliberations as soon as possible following the ratification of the Collective Agreement. The committee will make recommendations for implementation by the parties.

The work of the Committee shall be completed no later than August 31, 2009.

Dated at Dryden, Ontario, this ____ day of _____, 2009.

FOR THE BOARD

FOR THE LOCAL

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and The Elementary Teacher's Federation of Ontario Keewatin-Patricia Occasional Teachers' Local at a meeting held on April 18, 2009. It is further certified that this agreement was ratified by the Keewatin-Patricia District School Board on April 28, 2009, and The Elementary Teacher's Federation of Keewatin-Patricia Occasional Teachers' Local on April 29, 2009.

Dated at Dryden, Ontario, _____

FOR THE KEEWATIN-PATRICIA DISTRICT
SCHOOL BOARD

FOR THE ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO KEEWATIN-PATRICIA OCCASIONAL
TEACHERS' LOCAL

D. Penney, Board Chair

B. Calder, President

L. Hope, Director of Education

B. Martin, Executive Staff, Provincial