

COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

AND

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

**REPRESENTING OCCASIONAL TEACHERS
EMPLOYED BY THE BOARD IN THE ELEMENTARY PANEL**

For the period

SEPTEMBER 1, 2002 TO AUGUST 31, 2004

13147 (01)

ARTICLE 1 – PURPOSE

- 1:01 It is the desire of both Parties to specify within this Agreement the entitlement of those Occasional Teachers covered by this Agreement as to salary, the conditions of employment, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the Parties.
- 1:02 It is the desire of both Parties to maintain and further harmonious relationships between the Board and each member of the E.T.F.O. Upper Grand District School Board Occasional Teachers' Local.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2:01 The employer being the Upper Grand District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation (hereinafter referred to as "the Union") as the bargaining agent for all Occasional Teachers employed by the Board in ~~its~~ elementary panel in accordance with the Education Act of Ontario.
- 2:02 The Board recognizes the Negotiating Committee of the Local as the official body to represent the Occasional Teachers in the elementary panel in the conduct of negotiations.
- 2:03 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union and will update this information each time it changes.
- 2:04 The Elementary Teachers' Federation of Ontario and the Local recognizes the Negotiating Committee of the Board as the official body to represent the Board in the conduct of negotiations.
- 2:05 The Board recognizes the right of the Federation or the Local to be represented by their staff officers or any other duly authorized advisor, agent, counsel, solicitor, or representative. These may serve to assist, advise or represent the Federation or the Local in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2:06 The Federation and the Local recognizes the right of the Board to be represented by the Ontario Public School Boards' Association, or an affiliate Association, or any duly authorized advisor, agent, counsel, solicitor or representative. These may serve to assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 2:07 A Labour Management Co-operative Committee shall be established with no more than two (2) representatives of each of the Union and of management to discuss matters of concern. The committee will meet at the request of either party at a time mutually agreed upon and no less than 3 (three) times per year.
- 2:08 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 will, if requested, supply the Local with a list of its supervisory personnel.

ARTICLE 3 – DEFINITIONS

- 3:01 a) "Emergency Supply Instructor" shall mean a person appointed, in accordance with the Education Act and Regulations, to teach in the case of an emergency.
- b) For the purposes of clause 3.01(a), "emergency" shall be defined as a situation in which no member on the Casual Occasional Teachers' List is available for an assignment after the Board has made a reasonable effort to contact all members on the Casual Occasional Teachers' List, subject to location and assignment preferences.
- 3:02 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act and regulations.
- 3:03 "Casual Occasional Teacher" means a teacher who is required to teach for a period that is less than twelve (12) consecutive teaching days and who is employed to teach as a substitute for a permanent, probationary or temporary teacher.
- 3:04 "Long Term Occasional Teacher" means a teacher who is required to teach for a period of twelve (12) or more consecutive teaching days and who is employed to teach as a substitute for a permanent, probationary or temporary teacher who has died during the school year or who is absent from regular duties for less than two school years. It is understood that closing of the schools due to emergency or inclement weather or accessing any form of leave available under Board Policy 411 - Absences and Leaves will not constitute an interruption in the determination of the twelve (12) days.
- 3:05 "Casual Occasional Teacher List" (hereafter also referred to as "the List") means a list of all Occasional Teachers who have been accepted by the

Board to teach as Occasional Teachers in the elementary panel, subject to clauses 12.01 and 12.03.

- 3:06 "Lockout and Strike" means lockout and strike as defined by the Labour Relations Act, as amended from time to time.
- 3:07 "Labour Relations Act" means the Ontario Labour Relations Act.
- 3:08 "Elementary Teachers" shall mean the elementary teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- 3:09 "Board" means Upper Grand District School Board established in accordance with the Education Act.
- 3:10 "Federation" means the Elementary Teachers' Federation of Ontario (ETFO). Union shall have an identical meaning.
- 3:11 "Local" means the E.T.F.O. Upper Grand District Occasional Teachers' Local.
- 3:12 "Certified" means an Occasional Teacher who holds a valid Certificate of Qualification or a valid Interim Certificate of Qualification and is a member in good standing of the Ontario College of Teachers.
- 3:13 "Probationary Occasional Teacher" or "probationary Occasional Teacher" means a teacher covered by this Collective Agreement who has not completed thirty (30) teaching days of employment as an Occasional Teacher with the Board. It is understood that the probationary period of thirty (30) teaching days may be extended one (1) thirty (30) day period at the exclusive discretion of the appropriate superintendent.
- 3:14 "Parties" mean the Elementary Teachers' Federation of Ontario and Upper Grand District School Board.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4:01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this agreement.
- 4:02 Without limiting the generality of the foregoing, the Board's rights shall include:
- a) the right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;

- b) the right to determine, alter and eliminate services, programs and courses offered;
- c) the right to discipline, including disciplinary demotion;
- d) the right to dismiss and layoff an Occasional Teacher subject to the employee's rights under the appropriate Act;
- e) the right to determine the number of Occasional Teachers to be employed, the number of students to be allocated to a program, class size, and subjects to be taught;
- f) the right to designate or establish departments or organizational units or areas of study;
- g) the right to select individuals to positions of responsibility, and to determine job functions;
- h) the right to make, change and enforce reasonable rules, regulations and all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the province of Ontario;
- i) the right to determine the hours of the school day, the instructional year and the Board designated holidays to be observed.

4:03 The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 5 – UNION DUES AND ASSESSMENTS

5:01 Subject to the provisions of the Labour Relations Act and the regulations thereunder which shall prevail where any provision conflicts with **them**, the Board shall deduct for every pay period for which an occasional teacher receives a pay, union dues and assessments and any Local levy that may apply. Union dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. Local levies deducted in accordance with this article shall be forwarded to the President of the Local within thirty (30) days of the levy being deducted. The Union and the Local shall inform the Board, from time to time, of the amount of such dues and assessments or Local levies.

- 5:02 The Board shall provide to the Union, by September 30th each year, a letter stating the total number of days of elementary casual and long term occasional teaching days for the previous school year. The dues submission list shall identify Emergency Supply Instructors.
- 5:03 The Local will be provided with a dues submission list each pay period showing the names, wages earned, dues and assessments deducted, and the time 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. This information shall also be forwarded to the President of the Occasional Teachers' local at the same time it is sent to the provincial office.

ARTICLE 6 – NO DISCRIMINATION

- 6:01 There shall be no discrimination by the Parties against an Occasional Teacher on any of the prohibited grounds as described in the Ontario Human Rights Code, or because of participation in the lawful activities of the Local Affiliates.
- 6:02 Each of the Parties hereto agrees that there shall be no discrimination or coercion exercised or practiced upon any Occasional teacher because of membership or non-membership in the Local or Federation.

ARTICLE 7 – RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

- 7:01 The Board agrees to exercise its management rights in a manner which is in accordance with the acts and regulations of the province of Ontario and with this Collective Agreement and which is neither discriminatory, nor in bad faith.

Statutory Responsibilities

- 7:02 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this Agreement.

No Discrimination

- 7:03 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age; ancestry; citizenship; colour; creed; ethnic

origin; family status; handicap; marital status; place of origin; race; record of unrelated offenses; relationship; association or dealings with persons identified by one of the other prohibited grounds; sex; sexual orientation; nor by reason of participation in the lawful activities of the Union.

Evaluations

- 7:04 Only supervisory officers, principals and vice-principals shall evaluate an Occasional Teacher's competence.
- 7:05 The Board shall have a policy on, and procedures for, evaluations. Any amendments to such policy or procedures shall be developed in consultation with the Local. Occasional Teachers shall only be evaluated in accordance with the policy/procedures. Such policy/procedures shall include the following:
- a) all formal evaluations shall be in writing signed by the evaluator(s) with a copy to the Occasional Teacher;
 - b) the Occasional Teacher shall be given at least one school day's prior notice of any formal observation;
 - c) the Occasional Teacher may request that she or he be observed in other situations within her or his assignment;
 - d) a meeting shall be held to review and discuss the evaluation, prior to the summative report;
 - e) the summative report shall be given to the Occasional Teacher within ten (10) school days following completion of the evaluation process
 - f) the Occasional Teacher shall be given 48 hours to review, sign, and make written comments regarding the report. This opportunity shall occur before anyone other than the Occasional Teacher, the evaluator and their advisors sees the evaluation.
- 7:06
- a) No Occasional teacher who has successfully completed his/her probationary period shall be removed from the Casual Occasional Teacher List or disciplined except for just and sufficient cause. Removal from the list and/or any imposition of discipline will be confirmed in writing to the Occasional Teacher and the President of the Local.
 - b) Occasional Teachers who have not completed the probationary period shall be subject to a standard of just cause as determined by the

Board, which standard shall be consistent with the purpose of the probationary period and the length of the employment of the employee, Removal from the list will be confirmed in writing to the Occasional Teacher.

- 7.06 c) The Superintendent of Human Resources, or designate, shall meet with the Occasional Teacher prior to the Occasional Teacher's removal from the list. The President **of** the Local shall be invited to attend the meeting by the Superintendent **of** Human Resources.

ARTICLE 8 – UNION SECURITY AND MEMBERSHIP

- 8:01 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Union.
- 8:02 Income Tax Slips (T-4) provided each year by the Board shall indicate the amount **of** union dues paid by each Occasional Teacher during the previous year.
- 8:03 Effective June 2004, the Board shall forward a Record of Employment statement for the previous school year to each Occasional Teacher no later than July 31st.

ARTICLE 9 – ACCESS TO INFORMATION

Personnel Files

- 9:01 The official personnel file respecting an Occasional Teacher shall be maintained in the Human Resources Department **of** the Board and shall be available and open to the Occasional Teacher for inspection in the presence of a supervisory officer or other person designated by the Superintendent **of** Human Resources. Such access shall be provided upon prior request at any reasonable time during the regular working hours of the department.
- 9:02 **An** Occasional Teacher shall be entitled upon request to a copy, without cost, of any materials contained in **her/his** personnel file.
- 9:03 Where an Occasional Teacher authorizes in writing access **to her/his** personnel file by another person acting on the Occasional Teacher's behalf, the Board shall provide such access, upon prior request, in the presence of a supervisory officer or other person designated by the Superintendent of Human Resources. **As** well, a copy of materials contained therein shall be provided if also authorized and requested.

- 9:04 An Occasional Teacher shall receive copies of any adverse materials placed in her/his personnel file within eight (8) school days of the material being filed.
- 9:05 Copies of documents prepared by the Principal respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher and copied to the Superintendent of Human Resources for consideration of inclusion in the individual's personnel file within eight (8) school days of the writing of such document.
- Signature **Not** Approval
- 9:06 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.
- 9:07 An Occasional Teacher shall have the right to place material in her or his personnel file.
- Inaccurate Information
- 9:08 In the event that the Occasional Teacher disputes the accuracy or completeness of any information contained in the personnel file, the Board shall, upon receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information, where possible within ten (10) school days. If the Board is unable to amend the information, the Occasional Teacher's written dispute of the information shall **remain(s)** in the file attached to the original document.
- 9:09 Where the Board amends such information as per clause 9:08, the Board shall attempt to notify all persons who received a report based on inaccurate information.
- Adverse Material **to be** Removed
- 9:10 Material may be removed from an Occasional Teacher's personnel file at the request of the Occasional Teacher and with the approval of the Board.
- Medical Information
- 9:11 The Board shall keep medical information in its possession related to **WEIP** and **LTD** in separate files accessible only to appropriate health care professionals and the Occasional Teacher.

Data for Negotiations

- 9:12 Upon written request submitted at least five (5) school days in advance, the Union shall have access to or be furnished with a copy of available data relevant to the negotiation of this Collective Agreement as follows:
- a) a statement of the current operating budget;
 - b) a statement of current operating expenditures;
 - c) data respecting individual status of employment, such as a listing of Occasional Teachers on leave or on the recall list;
 - d) public documents received from government sources which relate to the funding and operation of the Board.

Accuracy May **Be** Disputed

- 9:13 Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data or information issued by or disclosed to be in the possession of the Board under Article 9:12 above.

Access to Board Minutes

- 9:14 The Board shall provide to the Union copies of any public agendas, minutes and support documents at least two (2) days prior to all Board meetings and Board committee meetings.

ARTICLE 10 -- NO STRIKES AND LOCKOUTS

- 10:01 The Parties agree that there will be no strikes by the Union or the Local and no lock-outs by the Board for as long as this Agreement continues to operate.
- 10:02 No Occasional Teacher shall be requested or required to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

ARTICLE 11 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- 11:01 The Board shall provide each Occasional Teacher with a copy of the current Collective Agreement in force between the Board and the Union,

- 11.02 The Board and the Union will jointly prepare a package of information for principals to highlight amendments to the collective agreement within one month of the ratification of the collective agreement.
- 11.03 The Board shall provide all Occasional Teachers who are on the List, and any Occasional Teachers newly added to the List, with an information package to be supplied by the Board, with the assistance of the Local, which shall include a Local welcoming letter, a copy of the latest Occasional Teacher newsletter, a list of school Stewards, school start times, maps, and a copy of the current collective agreement.
- 11.04 The Board will seek input from the Union with respect to the package

ARTICLE 12 -- OCCASIONAL TEACHER LIST

- 12.01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers and qualified to teach in Ontario to be eligible for inclusion on the Casual Occasional Teacher List or to be employed as a Long Term Occasional Teacher. Such documentation must be submitted to the Superintendent of Human Resources prior to the Occasional Teacher's employment.
- 12.02 Subject to clause 3.01, only those Occasional Teachers whose names are on the Casual Occasional Teacher List shall be called for casual occasional teaching assignments.
- 12.03 There shall be a maximum of three hundred and fifty (350) Occasional Teachers on the Casual Occasional Teacher List. Any and all individuals doing any form of casual occasional teaching work with the Upper Grand District School Board shall be included on the Casual Occasional Teacher List.
- 12.04 Should the number of Occasional Teachers on the Casual Occasional Teachers List fall below three hundred and fifty (350), the Board may, in consultation with the Local, add names to the List provided that the total number does *not* exceed three hundred and fifty (350), except as provided in 16.02
- 12.05 The list shall provide the following information for each occasional teacher: full name, telephone numbers, address, **subjects/divisions/grades** that the occasional teacher is qualified to teach, number of days or specific days of the week the occasional teacher is available to work, specific geographic areas where the occasional teacher is willing to be assigned, and **subjects/divisions/grades** that the Occasional Teacher **is** willing to be assigned to.

- 12.06 An Occasional Teacher shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number(s) required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 12.07 By September 15 of each school year, the Board will provide the Local with a copy of the Casual Occasional Teacher List as described in article 12.05. Any and all amendments, additions, and/or deletions to the List shall be forwarded to the Local at least once per month. Upon request, and with reasonable notice, up to four (4) times per year and at no cost to the Local, the Board will provide the Local with a set of mailing labels of those Occasional Teachers who are on the List. The Local may purchase additional labels at cost.
- 12.08 Subject to the notification in writing to the Occasional Teacher and the Local President, an Occasional Teacher's name shall be removed from the list for the following reasons:
- (i) A non-probationary Occasional teacher is removed for just and sufficient cause or a probationary Occasional teacher is removed using a lesser standard of just cause, consistent with the purpose of a probationary period (basic procedural fairness), and that the discharge of a probationary employee is not done in a manner that is arbitrary, discriminatory, or in bad faith;
 - (ii) he or she requests, in writing, to have his/her name removed from the list;
 - (iii) he or she fails to notify the Human Resources Department through the form described in article 12.09 and by May 31 each year of his/her desire to remain on the list for the next school year, unless reasonable grounds are given as to why he or she was unable to do so;
 - (iv) he or she fails to work a minimum of ten (10) days within one (1) school year unless the Occasional Teacher is on an approved leave of absence;
 - (v) he or she no longer meets the criteria for inclusion on the List as stated in clauses 12.01 and 12.03.
- 12.09 The Board shall send each Occasional Teacher a Subject Preference/Renewal Form by April 30 asking whether he or she wishes to have his or her name remain on the List.

ARTICLE 13 – GRIEVANCE PROCEDURE

13:01 **Intent and Definition of Grievances**

It ~~is~~ mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement.

13:02 **Informal Stage**

Any dispute to be recognized as a grievance must first be discussed with the Occasional Teacher's principal ~~or~~ appropriate supervisor, by the grievor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

13:03 **Step One**

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice, in writing, within fourteen (14) school days of the Occasional Teacher becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably have been detected, to the Superintendent of Human Resources, or designee. The written notice shall contain the complete grievance, **list** all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission. The Superintendent of Human Resources, or designee, shall provide a written answer within seven (7) school days of receipt of the grievance.

13:04 **Step Two**

If the grievance is not deemed *to be* settled on the basis *of* the answer given in Step One, the Union shall within seven (7) school days of receipt of the Step One answer, notify the Superintendent ~~of~~ Human Resources, or designee, in writing, that a grievance meeting is requested. The Superintendent of Human Resources, or designee, and other persons that the Superintendent, or designee, deems appropriate, shall meet with up to three (3) members of the Union, including the grievor, should the grievor wish to attend the meeting, within fourteen (**14**) school days of receipt *of* the notice. The Superintendent of Human Resources, or designee, shall provide a written answer within seven (**7**) school days of the meeting being held.

13:05 Step Three

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall within seven (7) school days of the receipt of the answer given in Step Two, notify the Director of Education, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to an arbitration board. The Director of Education, or designee, shall, within seven (7) school days inform the Union of the Board's appointee to the arbitration board. The two (2) appointees shall, within seven (7) school days or such longer time as they may agree upon, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairperson within the time limit, either the Union or the Board may request the appointment of a chairperson by the Ministry of Labour.

13:06 The arbitration board or single arbitrator shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

13:07 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.

13:08 The arbitration board or single arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement.

13:09 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chairperson shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. Each Party shall bear at its own expense the **cost** of counsel or advisors at each step of the grievance procedure.

13:10 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties and subsection 48 (16) of the Labour Relations Act does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the **written** mutual consent of the Parties.

13:11 Group Grievance

If the Board has complaint with respect to the conduct of the Union, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be to the President or other executive officer of the

Union. The President or other executive officer of the Union shall provide the answer in writing to the Board within seven (7) school days.

13:12 The Union may file a grievance on behalf of two (2) or more Occasional Teachers commencing at Step One, if specifically requested in writing to do so by said Occasional Teachers. The written request of said Occasional Teachers shall be attached to the grievance.

13:13 Group grievances may only be filed within fourteen (14) school days of either Party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) school days after the event when the event could reasonably have been detected.

13:14 It is understood that the Parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Step Three rather than an arbitration board. In the event the Parties are unable to agree upon a single arbitrator, having previously mutually agreed to proceed to a single arbitrator, the Parties may request the Minister of Labour to make the appointment.

13:15 **Discharge Grievance**

Where an Occasional Teacher has received a termination notice or notice that she or he has been removed from the Occasional Teachers' list, the Union may file a grievance at Step 2 within ten (10) school days of written notice of termination.

13:16 The release of any Occasional Teacher who has not completed the probationary period shall be at the exclusive discretion of the Board and the Union shall not process any grievance of an Occasional Teacher who has **not** completed the probationary period. Should a grievance of an Occasional Teacher who has not completed the probationary period proceed to arbitration, the arbitration board, or the arbitrator as the case may be, is specifically bound by this clause that the release of the Occasional Teacher is at the exclusive discretion of the Board.

13:17 **Policy Grievance**

The Union 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 Union or the Director of Education.

13:18 Grievance Mediation

Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

13:19 Attendance at Grievance Meetings

A long-term Occasional Teacher's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

ARTICLE 14-- GENERAL

14:01 Wherever the singular or feminine is used in this Agreement, it shall be considered **as** if the plural **or** masculine **has** been used where the context of the Parties hereto so require.

14:02 The Parties agree to share equally the cost of printing a sufficient number of copies of the Collective Agreement for distribution to members of the bargaining unit and to each principal **of** an elementary school within the jurisdiction **of** the Board.

14:03 When the Lists are updated, any new Occasional Teachers placed on the Lists shall be interviewed and accepted by the interviewing team for Elementary Occasional Teachers prior **to** being placed on the Lists.

14:04 The Board shall provide **to** the principal of each elementary school under the jurisdiction of the Board, a copy **of** the Occasional Teachers Collective Agreement.

ARTICLE 15 - CALLING OF OCCASIONAL TEACHERS FOR CASUAL OCCASIONAL TEACHING ASSIGNMENTS

15:01 a) All Casual Occasional Teachers shall be dispatched by the Board's central dispatcher(s) or by a central automated system should one exist.

b) The distribution shall be done in a manner designed to be fair and equitable subject to location and assignment preferences.

15:02 Principals shall not request a specific individual Casual Occasional Teacher except for assignments in a self-contained class.

ARTICLE 16 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS AND
ELEMENTARY TEACHING POSITIONS

- 16.01 All Long Term Occasional Teaching positions known in advance shall be posted in every school at least three (3) school days or four (4) calendar days during the summer, prior to the closing date for applications. A copy of each posting shall be forwarded to the Local.
- 16.02 Should a member of the bargaining unit on the Casual Occasional Teachers' List be chosen for a long term assignment, it is understood that the member shall be returned to the Casual Occasional Teachers' List upon the conclusion of the long term assignment even if it exceeds the maximum described in 12.03.
- 16.03 The Occasional Teacher shall be notified of the starting and ending dates of the long-term assignment, where available, prior to the commencement of the assignment. In the event that the teacher being replaced returns prior to the anticipated date of return, the Occasional Teacher shall be terminated with two (2) school days' notice or pay in lieu of notice.

ARTICLE 17 – COMPENSATION

- 17:01 The Board shall pay **bi-weekly**, upon submission by the Occasional Teacher of a **timesheet(s)** or other documentation that is approved by the appropriate principal(s), in accordance with the following:
- a) Casual Occasional Teacher as per Article 12.01:
- Total Daily Rate, including 4% vacation Pay = 1/215th of Category A1 Yr 0 placement on the grid set forth in the Board's most recent collective agreement for Elementary Teachers as it may be amended from time to time.
- Emergency Supply Instructor – Effective the day following ratification of the Agreement – Total Daily Rate = \$118.00, including 4% Vacation Pay.
- b) Long Term Occasional Teacher:
- A long term Occasional Teacher shall be placed on the Board's salary grid for elementary teachers in accordance with the recognized teaching experience and category placement effective on the **twelfth (12th)** consecutive day of teaching retroactive to the first (1st) day that the assignment began. **The** Occasional Teacher shall continue to **be**

paid at this rate until the expiration of the assignment. The rate paid under 17:01(b) shall not be less than the rate paid under 17:01(a).

Where the Superintendent of Human Resources is aware, in advance, that the assignment will be long term, the teacher shall commence grid placement on the first (1st) day of the assignment.

- 17:02 In those situations where the Board is required to pay for the services of an Occasional Teacher, remuneration paid will be pro-rated for assignments to positions on less than a full-time basis, but in no circumstances will a casual Occasional Teacher be paid for less than one-half (1/2) day.
- 17:03 Payment will be by direct deposit to the account at the bank, trust company or credit union as designated by the employee on the appropriate form *on* file with the Payroll Department. The deposit advice form shall be sent to the employee by e-mail on or before the day the deposit is made. In the event of a system wide interruption of e-mail service for more than two (2) business days, the deposit advice form shall be sent to the employee in an envelope. Employees wishing to receive a hard copy *of the* deposit advice form shall notify the payroll department, in writing, and the form shall be sent to the employee in an envelope. It is the responsibility of the employee to file with the Payroll Department, prior to any change of account or bank, the appropriate form so directing such change of account or bank, trust company or credit union.
- 17:04 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 or school of the Occasional Teacher.

ARTICLE 18 –STAFFING

- 18:01 Subject to article 3.01, the Board shall centrally dispatch an Occasional Teacher from the Casual Occasional Teacher List when a Classroom Teacher *is* absent.

ARTICLE 19 –WORKING CONDITIONS

- 19:01 The Board shall provide or 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 identifying period times; an up-to-date class list; a seating plan, an outline of the school **day** (including opening procedures, washroom procedures); fire drill and emergency procedures; written information on school discipline procedures; and routines for students with special needs.

- 19:02 The timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.
- 19:03 No Occasional Teacher shall be assigned yard duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment.
- 19:04 The Board shall provide each Occasional Teacher with an uninterrupted period for lunch, free from duty and travel, of at least forty (40) minutes per day. The Board shall provide each Occasional Teacher, working beyond 0.5 time on a particular day, with an uninterrupted period for lunch on that day, free from duty and travel, of at least forty (40) minutes.
- 19:05 An Occasional Teacher who is assigned duties at two or more locations on the same day shall be provided with the same time to travel between the locations as the teacher being replaced.
- 19:06 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or disease or to diagnose such conditions or diseases. An Occasional Teacher shall not be subject to discipline for refusing to administer medication, except in a life-threatening situation.
- 19:07 Occasional teachers shall not perform any of the following physical procedures:
- a) manual express of bladder/stoma
 - b) postural drainage
 - c) sterile intermittent catheterization
 - d) tube feeding

ARTICLE 20 – LEAVES

- 20:01 All teachers on the Occasional Teacher list may request, in writing, a leave of absence, from the Occasional Teachers List for **up to**, and including, one (1) school year. It is understood that such requests shall not be made in concert or in combination or by common understanding. An Occasional Teacher may not request more than **two** (2) consecutive year-long leaves.
- 20:02 The Board shall grant the request.
- 20:03 The Occasional Teacher's name shall be returned to the Occasional Teacher List at the end of the leave unless the Occasional Teacher requests otherwise.

Sick Leave

20:04 A long-term Occasional Teacher shall be granted pro-rated sick leave credits on the formula of fifteen (15) days per year if working full-time.

It is understood that these days accumulate at the rate of one and one-half (1-1/2) days per month and are accorded at the beginning of each month of the teaching assignment.

These sick leave days shall be used for sick leave purposes only in the current school year of employment and shall not accumulate from one (1) school year to another unless the assignment carries over the following school year. Where a teacher is placed on two (2) or more occasional assignments within the same school year, sick leave shall be cumulative for that school year only.

If a long-term Occasional Teacher is appointed to the probationary or permanent staff of the Board for the ensuing school year without an intervening break in employment, then the employee shall carry forward as a credit any accumulative sick leave balances as of the preceding June 30th.

A long-term Occasional Teacher who is absent due to illness in excess of five (5) consecutive school days must submit medical certification of such illness from a qualified physician. However, the Board may require medical certification where a Long Term Occasional Teacher is absent for less than five (5) days and states such absence was due to illness.

Other Leaves

20:05 A request for leave by a long-term Occasional Teacher will be governed by Board Policy 411 – Absences and Leaves.

Voluntary Leave Of Absence

20:06 The time of any leave under this Article shall not count for experience or salary.

Leave For Union Business

- 20:07 At the request of the Local, the Board shall grant paid release time to the Local President or designate in order to conduct Union business.
- 20:08 The person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, pension and the accumulation of seniority, sick leave and teaching experience as if employed by the board as a long-term Occasional Teacher.
- 20:09 The Union will reimburse the Board for costs incurred under clauses 20:07 and 20:08.
- 20:10 The Board shall pay up to four (4) Occasional Teachers involved in negotiations for scheduled meetings with the Board which occur between the hours of 8:00 am and 5:00 pm as follows:
- a) Casual Occasional Teachers shall receive the appropriate daily rate, and
 - b) Long-term Occasional Teachers shall receive the appropriate daily rate, pro-rated at the appropriate salary grid level.

ARTICLE 21 – PREGNANCY/PARENTAL LEAVE

- 21:01 This Article shall apply to long-term Occasional Teachers only.
- 21:02 Upon application in writing, a long-term Occasional Teacher who is pregnant and who has been employed by the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence of at least seventeen (17) weeks.
- 21:03 Seniority and credit for teaching experience shall continue to accumulate during such leave. It is understood that these entitlements would be calculated according to the expected duration of the long-term Occasional Teacher's assignment had the long-term Occasional Teacher not taken pregnancy leave.
- 21:04
- a) A long-term Occasional Teacher may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
 - b) The long-term Occasional Teacher shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

- 21:05 In the case of a long-term Occasional Teacher who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the long-term Occasional Teacher expected to give birth, clause 21:04 will not apply. The procedure will be as indicated in clause 21:06 which follows.
- 21:06 Within two (2) weeks of stopping work a long-term Occasional Teacher described in clause 21:05 above must give the Board:
- a) a written notice of the date the pregnancy leave began or is to begin; and
 - b) a certificate from a legally qualified medical practitioner that:
 - i) in the case of a long-term Occasional Teacher who elects to stop working because of complications caused by the pregnancy, states the long-term Occasional Teacher is unable to perform her duties because of complications caused by the pregnancy and states the expected birth date: or
 - ii) in any other case, states the date of birth, still-birth or miscarriage and the date the Member was expected to give birth.
- 21:07 The pregnancy leave ends:
- a) the later of six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began, or;
 - b) at an earlier date if the long term Occasional Teacher gives the Board at least two (2) weeks written notice of the date.
- 21:08 A long-term Occasional Teacher returning from a pregnancy leave shall have the right to be assigned to the same position held prior to going on leave if the position at that location is still available, or to a comparable position if it is not available. It is understood that reinstatement in accordance with this clause applies only for the expected duration of the long-term Occasional Teacher's assignment.

ARTICLE 22 - STATUTORY PARENTAL LEAVE

- 22:01 For the purpose of this Article, parents shall be defined as one of the following:
- a) natural father or mother;

- b) adoptive father or mother;
 - c) any person in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- 22:02 Upon application in writing, a long-term Occasional Teacher who has been employed by the Board for at least thirteen (13) weeks and who is a parent of a child is entitled to a leave of absence without pay following:
- a) the birth of the child; or
 - b) the coming of the child into custody, care and control of a parent for the first time.
- 22:03 The Parental Leave of a long-term Occasional Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- 22:04 For long-term Occasional Teachers not covered under clause 22:03 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 the parent for the first time.
- 22:05 The long-term Occasional Teacher **must** give the Board at least two (2) weeks written notice of the date the leave is to begin.
- 22:06 If a long-term Occasional Teacher wishes to change the date when a Parental Leave is scheduled to begin the long-term Occasional Teacher must give written notice:
- a) **two (2)** weeks before the starting date if the leave is to begin sooner than indicated; or
 - b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.
- 22:07 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board immediately.
- 22:08 The Parental Leave ends:
- a) eighteen (18) weeks after it begins; or
 - b) at an earlier date if the Member gives the Board at least two (2) weeks written notice before the earlier date; or

- c) to a later date if the Member gives the Board at least two (2) weeks written notice before the date the leave was to end provided the parental leave does not extend beyond eighteen (18) weeks.

22:09 A long-term Occasional Teacher returning from a parental leave shall have the right to be assigned to the same position held prior to going on leave if the position at that location is still available, or to a comparable position if it is not available. It is understood that reinstatement in accordance with this clause applies only for the expected duration of the long-term Occasional Teacher's assignment.

ARTICLE 23 – UNION REPRESENTATION

23:01 The Bargaining Unit shall continue to have access to the Board's courier service for communication with its members and with the Board's representatives.

23:02 The Board shall provide Occasional Teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program. It is understood that any additional custodial costs incurred by the Board as a result of making meeting space available to the Union shall be borne by the Union.

ARTICLE 24 – CORRESPONDENCE

24:01 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Superintendent of Human Resources or designate, and to and from the President of the Local or designate.

ARTICLE 25 – PROFESSIONAL ACTIVITY DAYS

25:01 The Board shall provide information to the Local about the professional development activities provided by the Board.

25:02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

25:03 A long-term Occasional Teacher who is scheduled to work where there is a Professional Activity Day will be paid for the days and will be required to participate in the scheduled professional activity sessions. It is understood that this clause does not apply to the last PA day in the school year except where the assignment continues to the next year.

25:04 A Casual Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board or the Local. Requests are to be made to the activity organizer and approval is subject to the activity organizer's discretion.

ARTICLE 26 – BULLETIN BOARDS

26:01 The Board agrees to supply space on its existing bulletin boards in elementary schools for the posting of notices which may be of interest to Occasional Teachers.

26:02 The Union or the Local shall be permitted to post notices which it believes to be of interest to Occasional Teachers.

ARTICLE 27 - SERVICES NOT REQUIRED. I CALLS AND EMERGENCY SCHOOL CLOSURE

27:01 An Occasional Teacher who is called for an assignment, who reports, and who finds that his or her services are not required shall be paid a half-days' pay for reporting for duty for a half-day assignment or a full days' pay for reporting for a full-day assignment. It is understood that the rate of pay is at the short-term Occasional Teacher rate.

27:02 The Board shall give notice of cancellation of any pre-arranged assignment by 6:00 p.m. of the previous day. Should cancellation of a pre-arranged assignment occur without this notice, the Board shall pay the Occasional Teacher for that assignment to a maximum of one days' pay in accordance with clause 27:01.

27:03 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.

27:04 An Occasional Teacher with two (2) consecutive days in one class shall be permitted to withdraw from a previously arranged assignment provided that the notice of withdrawal is received by 4:00 p.m. on the preceding day by the dispatcher(s).

27:05 The offer of an Occasional Teacher assignment should not be conditional on the willingness of the Occasional Teacher to prepare lessons for the day's work.

27:06 An Occasional Teacher with a previously arranged assignment shall receive pay for the amount of time previously scheduled under the following circumstances:

- a) The assignment is cancelled for any reason and notice has not been received by 6:00 pm of the previous day;
- b) the applicable school has been closed for any reason.

ARTICLE 28 – HARASSMENT

28:01 The Board, in consultation with the Union, will develop, implement and maintain a harassment policy.

28:02 An individual has the right to lodge a complaint of harassment with the Board without fear of reprisal or threat of reprisal for so doing.

28:03 Where the Occasional Teacher believes herself/himself to be a victim of harassment, the Occasional Teacher should report the situation to the appropriate supervisor. The complaint will be investigated and necessary actions will be taken to resolve the situation in accordance with the Board's harassment policy.

ARTICLE 29 – PAY EQUITY

29:01 The Parties agree that persons covered by this Agreement shall continue to receive compensation without regard to their gender.

29:02 It is jointly agreed by the Parties that the provision through this Collective Agreement of rates of pay for casual Occasional Teachers and Emergency Supply Instructors and rates of pay based on qualifications and years of experience for Long-term Occasional Teachers represents a gender neutral evaluation system and a Pay equity Plan for the purposes of the Pay Equity Act.

ARTICLE 30 - BENEFITS

30:01 Subject to the agreement of the carriers, an Occasional Teacher may access the benefits package in effect under ~~the~~ Elementary Teachers' Collective Agreement. The Occasional Teacher is responsible for requesting benefits coverage. The following conditions shall apply:

- a) all benefits are to be paid one hundred percent (100%) by the Occasional Teacher:

- b) the Board shall receive premium payments from the Occasional Teacher and remit premiums to the carriers;
- c) benefits must be prepaid six (6) months at a time by the Occasional Teacher providing six (6) cheques postdated for the beginning of each month for the period of benefit coverage;
- d) an Occasional Teacher who withdraws from the benefits plan is not entitled to any rebate. However, the Board would attempt to obtain a rebate from the carrier(s) on behalf of the teacher and, if successful, would pass on any rebate to the teacher.

ARTICLE 31 – DURATION AND RENEWAL

- 31:01 This Agreement shall be in effect from September 1, 2002 and shall continue in force to and including August 31, 2004 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not more than ninety (90) days or less than thirty(30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 31:02 Notwithstanding Article 31:01, either party may notify the other in writing, between April 1 and thirty (30) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 31:03 If either party gives notice of its desire to negotiate amendments in accordance with Article 31:01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 31:04 No changes can be made to this Agreement without the written mutual consent of the parties.
- 31:05 This Agreement shall form the basis of computing all salaries and other conditions defined herein.
- 31:06 Any amendments to this Agreement shall be made only by mutual consent, in writing, of the Parties to this Agreement.

Dated and signed at Guelph, Ontario this 16th day of March, 2004.

For the Board:
Marilyn Rogers
David Klein

For the Union:-
J. White
B. Thompson

Letter of Understanding

It is understood that an investigation into the feasibility of including the number of hours worked for each Occasional Teacher on the dues submission list described in Article 5.03 is being conducted at the time of settlement.

It is understood that, if feasible, the number of hours or number of days worked will be included on the dues submission list.

Jennifer Rose
For the Board

J. White
For the Union

Letter of Intent

The Board shall offer in-service training for all members of the Occasional Teachers bargaining unit on the "First Class" electronic communication system by January 31, 2004. It is understood that Occasional Teachers shall not be paid for attending this In-service training.

Jennifer Rose
For the Board

J. White
For the Union

Letter of Understanding

It is understood that, should the Board put into practice an automated dispatch system, the Local shall be consulted prior to the implementation of the system.

Jennifer Rose
For the Board

J. White
For the Union

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FILE No. 801 0600			
CERT. FILE			
CERT. DATE			
TOTAL EMPS 325			
EFF. DATE 01-SEP-2002			
EXP. DATE 31-AUG-2004			
CODING CONTROL		DATE	CODER
IDENT CODED			
RECEIVED -			
UNION		EMPLOYER	✓
OTHER			

OFFICE OF
JUN 07 2004
COLLECTIVE BARGAINING INFORMATION