

**COLLECTIVE AGREEMENT**

**Between**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
Representing  
OCCASIONAL TEACHERS EMPLOYED IN THE ELEMENTARY PANEL  
(HEREINAFTER CALLED THE "UNION")**

**and**

**THE GRAND ERIE DISTRICT SCHOOL BOARD  
(HEREINAFTER CALLED THE "BOARD")**

**SEPTEMBER 1, 2008**

**to**

**AUGUST 31, 2012**



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## **ARTICLE 1 – PURPOSE**

- 1.01 It is the desire of both parties to set forth reasonable and fair terms and conditions of employment and to specify within this Collective Agreement the entitlement of those occasional teachers covered by this Collective Agreement as to salary, conditions of employment, and other matters mutually agreed to, all of which constitute the entire negotiated Collective Agreement between the parties hereto.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Grand Erie District School Board (hereinafter referred to as “the Board”) recognizes the Elementary Teachers’ Federation (hereinafter referred to as “the Union”) as the exclusive bargaining agent for every qualified Occasional Teacher who is on the Board roster of occasional teachers who may be assigned to an elementary school.
- 2.02 The Union will inform the Board from time-to-time of who is authorized to act on behalf of the Union.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 “Occasional Teacher” shall mean a qualified “Occasional Teacher” (who is in good standing with the Ontario College of Teachers) as defined in the Education Act which may be amended from time-to-time.
- 3.02 “Long-term Occasional Teacher” shall mean a teacher who is required to teach for a period of nine (9) or more consecutive teaching days as a substitute for the same teacher.
- 3.03 “Casual Occasional Teacher” shall mean an occasional teacher who is not a Long-term Occasional Teacher.
- 3.04 “Occasional Teacher List” means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.
- 3.05 “Elementary Teachers” shall mean the elementary teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- 3.06 “Board” shall mean the Board and its predecessors.

## **ARTICLE 4 – 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 at ETFO at 480 University Avenue, Suite 1000, Toronto, ON M5G 1V2 within thirty (30) days of the dues being deducted.
- 4.02 The payment shall be accompanied by a list identifying the Occasional Teacher, his/her Social Insurance Number, salary for the period and the amount(s) deducted. A copy of the list shall be forwarded to the President of the Local Occasional Teachers’ Union, and where possible, the information shall be provided in electronic form. The Union shall inform the Board, from time-to-time, of the amount of such dues and assessments.
- 4.03 The Union shall indemnify the Board and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.
- 4.04 In addition to the regular union dues referred to in 4.01 and upon submission of proof to the Board that the local is authorized by its constitution to collect a local levy from its members, the Board shall remit such deduction directly to the local within thirty (30) days of the levy being deducted. Such a levy shall be a percentage of earnings.

#### **ARTICLE 4 – UNION DUES AND ASSESSMENTS (Cont'd.)**

- 4.05 The Board shall deduct 10 cents per FTE day worked for the ETFO Humanity Fund. Monies shall be forwarded to the Union on a monthly basis. Deductions shall be shown on a separate 'field' on each Occasional Teachers' pay statement.

#### **ARTICLE 5 – RIGHTS AND RESPONSIBILITIES**

- 5.01 The Union recognizes that, within the limitations and qualifications contained in this Collective Agreement, it is the sole and exclusive right of the board to manage the affairs of the Board. The Board agrees that its rights and responsibilities shall be exercised in a manner that is equitable, non-discriminatory and consistent with this Collective Agreement and the prevailing statutes that govern education and employment in Ontario.
- 5.02 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- 5.03(a) An Occasional Teacher shall not be disciplined or discharged except for just cause. The reasons for discipline or discharge shall be communicated in writing to the Occasional Teacher.
- (b) When a principal or supervisor calls an Occasional Teacher to a meeting which may result in discipline, the principal or supervisor shall inform the Occasional Teacher of the nature of the meeting. For such a meeting the Occasional Teacher is entitled to Union representation.
- 5.04 In the event that the assignment of a Long-term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long-term Occasional Teacher shall be given five (5) school days notice or five (5) school days pay in lieu of notice. This shall not apply if the termination of the assignment occurs for just cause.
- 5.05 The Board shall initiate a Police Record Check for an occasional teacher only if required by the Education Act and Regulations.
- 5.06 Any information the board receives in connection with such Police Record Checks shall be kept confidential and shall only be disclosed to 1) the Minister of Education in accordance with Section 315 of the Education Act and b) the individual who is the subject of the check or as required by law.

#### **ARTICLE 6 – ACCESS TO INFORMATION**

- 6.01 The only personnel file respecting an Occasional Teacher shall be maintained by Human Resources of the board and shall be available and open to the Occasional Teacher for inspection in the presence of the Superintendent responsible for Human Resources, or designate, at any reasonable time during the regular working hours of the Department.
- 6.02 An Occasional Teacher shall be entitled to request copies, without cost, of any materials contained in his/her personnel file.
- 6.03 Where an Occasional Teacher authorizes, in writing, access to his/her personnel file by another person acting on the Occasional Teacher's behalf, Human Resources Services shall provide such access, as well as copies of materials contained herein, if also authorized and requested.
- 6.04 An Occasional Teacher has the right to add a rebuttal to his/her file with a copy to his/her principal or immediate supervisor.
- 6.05 An Occasional Teacher is entitled to:
- (a) request a correction of their own personal information if the Occasional Teacher believes there is an error or omission;
- (b) require that a statement of disagreement be attached to information reflecting any correction that was requested but not made.

## **ARTICLE 6 – ACCESS TO INFORMATION (Cont'd.)**

- 6.06 An Occasional Teacher shall receive a copy of any material placed in his/her personnel file within seven (7) calendar days of the material being filed.
- 6.07 Upon written request, the Board shall provide the Union with data that the Board determines to be relevant to negotiations and the administration of this Collective Agreement.

## **ARTICLE 7 – COPIES OF THE COLLECTIVE AGREEMENT**

- 7.01 The Board shall provide to the Union, for each member, a sufficient number of copies of the current Collective Agreement in force between the parties. Each newly-hired Occasional Teacher shall be provided with a copy of this Collective Agreement.
- 7.02 The Board shall provide a copy of the Collective Agreement to the principal of each elementary school under the jurisdiction of the Board.
- 7.03 The Board shall provide to all newly-hired Occasional Teachers an information package which contains an executive list of the Union and a map of the schools, both of which are to be supplied by the Union, and a collective agreement and school directory, both of which are to be supplied by the Board.

## **ARTICLE 8 – OCCASIONAL TEACHER LIST**

- 8.01 Up-to-date Occasional Teacher Lists shall be sent to the Local Occasional Teachers' Union President by November 15 and by April 30 of each year. These lists shall provide the following information for each Occasional Teacher: name, address and telephone number.
- 8.02 An Occasional Teacher's name shall remain on the Occasional Teacher List unless he/she is terminated or resigns. In addition the Board reserves the right to remove an Occasional Teacher from the List if he/she is unavailable for assignment and/or does not accept at least five (5) days of work in a five-month consecutive period (September 1 to January 31 or February 1 to June 30). Upon request, the Board will demonstrate that the Occasional Teacher has been given the opportunity to work.
- 8.03 An Occasional Teacher who wishes to be continued on the Occasional Teacher List for the following school year shall notify Human Resources Services by June 30<sup>th</sup> on a form sent to each Occasional Teacher by June 1<sup>st</sup>. Human Resources Services shall remove from the Occasional Teacher List the name of any Occasional Teacher for whom no notice is received by June 30<sup>th</sup>. It is the responsibility of each Occasional Teacher to confirm that their form has been received by Human Resources Services prior to the June 30<sup>th</sup> deadline.
- 8.04 The Board will advise the Local Occasional Teachers' Union, with a copy to the Local Occasional Teachers' President, of the names and addresses of all new Occasional Teachers within thirty (30) days of their names being added to the Occasional Teacher List.
- 8.05 In filling casual occasional assignments, the Board shall endeavour to secure a qualified Occasional Teacher. When the Board is unable to assign a qualified Occasional Teacher, the Board, subject to the limitations contained in the Education Act, is entitled to employ an unqualified person. On a monthly basis, the Board agrees to provide the Union the dates, if any, on which an unqualified person was employed as an Occasional Teacher.

## **ARTICLE 9 – FILLING OF CASUAL OCCASIONAL ASSIGNMENTS**

- 9.01 The Board shall consult with representatives of the Union about the procedure(s) for the filling of casual occasional teaching assignments.

**ARTICLE 10 – JOB VACANCIES FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS**

10.01 For pre-determined long-term occasional assignments known to the Board for at least 15 school days prior to the commencement of the assignment and of at least two (2) months duration, the Board shall post such assignments for a minimum of four (4) school days in each elementary school and work site. Notwithstanding the foregoing, during the months of July and August, the Board agrees to post such assignments in the main Board Office for six (6) days, excluding weekends or statutory holidays.

Effective September 1, 2007, for pre-determined long-term occasional assignments known to the Board for at least 15 school days prior to the commencement of the assignment and of at least two (2) months duration, the Board shall post such assignments for a minimum of four (4) school days (or four (4) calendar days during July and August) on the JobPostings conference in the Board’s First-Class E-mail system and on the Board’s website.

10.02 If the successful applicant for a posted position is not on the Occasional Teacher List, his/her name shall be added to the list.

10.03 Provided that there are no surplus and/or redundant regular teachers, the Board agrees that any qualified Occasional Teacher has the privilege of applying for any vacancy in the system for which he/she is qualified, or can become qualified prior to the commencement of the assignment.

**ARTICLE 11 – PROBATIONARY PERIOD**

11.01 An Occasional Teacher who is accepted by the Board to teach as an Occasional Teacher in its elementary schools shall be considered to be a Probationary Occasional Teacher for the first forty(40) days worked as an Occasional Teacher.

**ARTICLE 12 – SALARY**

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

12.02

(a) **Casual Occasional Teacher Daily Rates of Pay**

|                   | <u>Daily Rate</u> | <u>Vacation Pay</u> | <u>Total</u> |
|-------------------|-------------------|---------------------|--------------|
| Effective:        |                   |                     |              |
| September 1, 2008 | \$194.19          | \$7.77              | \$201.96     |
| September 1, 2009 | \$204.87          | \$8.19              | \$213.06     |
| September 1, 2010 | \$211.01          | \$8.44              | \$219.45     |
| September 1, 2011 | \$217.34          | \$8.69              | \$226.04     |
| August 31, 2012   | \$218.22          | \$8.73              | \$226.95     |

- (b) i) A Long-term Occasional Teacher shall be placed on the current Elementary Teachers’ Salary Scale in accordance with the teacher’s recognized teaching experience and category placement effective on the ninth (9<sup>th</sup>) consecutive day of teaching and retroactive to the first day the Occasional Teacher began the long-term assignment. It shall be the responsibility of the Occasional Teacher to provide the Board with documentation pertaining to recognized teaching experience. No retroactive salary adjustments shall be made beyond September 1 of the current school year.
- ii) Notwithstanding the foregoing, if an occasional teacher is hired for a long term assignment which is expected by the Superintendent of Human Resources to be at least twenty (20) teaching days, salary grid placement shall be effective the first day of the assignment
- iii) The return of the regular teacher for one (1) day within the first nine (9) days of an assignment will not interrupt a long-term occasional assignment for grid placement.

## **ARTICLE 12 – SALARY (Cont’d.)**

12.02

- (c) Teachers who have worked part-time (less than a full day’s timetable) or a part-year shall be credited with teaching experience in the ratio of time worked to total time. Teaching time, for part year, full-time and/or part-time experience credit, shall be expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
- (d) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of continuing education teaching experience for the purposes of grid placement.
- (e) The effective date for grid advancements is to be September 1<sup>st</sup>.
- (f) Casual occasional teaching days worked with the Board since September 1, 2004 shall be recognized for the purpose of grid placement for long-term occasional assignments. Recognized casual teaching experience shall be based on the number of days of experience obtained as an Occasional Teacher divided by 194.

12.03 Occasional Teachers shall be paid twice per month (15<sup>th</sup> and last day of the month) by direct deposit into the Occasional Teacher’s personal account in the financial institution of his/her choice.

12.04 The daily rate for long-term occasional assignments will be calculated by dividing the annual salary by the total number of school days in the school year.

12.05 Category definitions for Long-term Occasional Teachers will be in accordance with the QECO Plan identified in the collective agreement for elementary teachers. At the option of the Occasional Teacher, the Occasional Teacher may continue placement under a previous program.

12.06 It shall be incumbent upon a newly appointed Occasional Teacher to provide Human Resources Services documented proof in the form of a Category Certification Statement from Q.E.C.O. as to his/her appropriate group classification. An Occasional Teacher shall be placed in Category A1, or Category A in the event the Occasional Teacher does not have a degree, until such time as documentation supporting category placement is submitted and accepted by the Board, after which time the Occasional Teacher shall receive the appropriate differential amount retroactive to the commencement of duties. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the current school year.

12.07

- (a) An Occasional Teacher who qualifies for a category change as a result of documented successful completion of courses taken in July or August, shall receive the appropriate differential amount retroactive to September 1<sup>st</sup>. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the current school year.
- (b) An Occasional Teacher who qualifies for a category change as a result of successful completion of a course taken during the school year shall have the appropriate adjustment made starting the first day of the first teaching month following the successful completion of the course. Notwithstanding the above, retroactive adjustments shall not be made beyond September 1 of the current school year.

## **ARTICLE 13 – WORKING CONDITIONS**

13.01 During the term of this Collective Agreement, the Board shall undertake to develop up-to-date in-school information for Occasional Teachers. This information shall include: 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, a floor plan of the school, an outline of the school day (including opening procedures, washroom procedures), fire drill and emergency procedures, written information on school discipline procedures, information on access to equipment and sources of assistance, and a list of students with special health-related or other needs. The Board shall ensure that, to the extent possible, lesson plans and textbooks are available for the class in the casual occasional teaching assignments.

### **ARTICLE 13 – WORKING CONDITIONS (Cont'd.)**

- 13.02 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfill the timetable of the elementary teacher being replaced.
- 13.03 When an Occasional Teacher is called to an assignment for a half day (.5), it will be either for the morning or the afternoon but will not extend over the lunch break.
- 13.04 Remuneration paid to casual Occasional Teachers will be pro-rated for assignments less than full-time. No casual Occasional Teacher shall be paid for less than one-half day.
- 13.05 When an Occasional Teacher substitutes for a teacher who is receiving a travel allowance and travel time, the Occasional Teacher shall receive, in accordance with the Board's Policy, reimbursement at the Board's current per kilometer rate and the same travel time as provided the teacher being replaced.
- 13.06 For an occasional teacher assignment for grade 7 or 8 in a grade 7 to graduating school, the Board shall first be required to endeavour to secure a qualified occasional teacher from this bargaining unit.

### **ARTICLE 14 – MEDICAL/PHYSICAL PROCEDURE**

- 14.01 An Occasional Teacher shall not be required to perform any medical/physical procedure for pupils. If an Occasional Teacher chooses to perform any medical/physical procedure for pupils, the Board shall arrange for training the teacher, where appropriate, prior to performing the procedure. It shall not be the required 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.

### **ARTICLE 15 – REPORTING PAY GUARANTEE**

- 15.01 An Occasional Teacher who is called for a half-day assignment, who reports, and who finds that his/her services are not required, shall be paid for a half-day's pay for reporting for duty, provided that the Occasional Teacher accepts other professional duties assigned by the Principal for one half-day.
- 15.02 An Occasional Teacher who is called for a full-day assignment, who reports, and who finds that his/her services are not required, shall be paid for a full-day's pay for reporting for duty, provided that the Occasional Teacher accepts other professional duties as assigned.
- 15.03 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he or she arrives within a reasonable time after receiving such late request.

### **ARTICLE 16 – BENEFITS**

- 16.01 Subject to eligibility requirements, a Long-term Occasional Teacher employed on pre-determined long-term occasional assignment of at least two (2) months duration may participate in the Extended Health Plan, Dental Plan and Life Insurance benefits outlined in the Elementary Teachers' Agreement. The Board's share of the premium costs shall be the same as for a regular teacher with the same workload.

### **ARTICLE 17 – SICK LEAVE**

- 17.01 A Long-Term Occasional Teacher shall be credited with one (1) day of sick leave credit after teaching ten (10) consecutive teaching days, and an additional one (1) day for each ten (10) teaching days thereafter until the end of the long-term occasional assignment. Unused sick leave credits shall be carried over to subsequent long-term occasional assignments in the same school year, but shall not be carried forward to subsequent school years.
- 17.02 At time of hire, a Long-term Occasional Teacher who is hired to a regular teaching position without intervening employment shall be entitled to the sick leave credits accumulated within the same school year as a Long-term Occasional Teacher according to the foregoing.

## **ARTICLE 18 – LEAVES**

18.01 The following absences shall be without loss of sick leave credit or loss of salary:

(a) **Bereavement Leave**

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child, brother, sister, or common-law spouse.

A total of three school days may be allowed per bereavement of the following: grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiance or other person in loco parentis or any other relative who lived in the home.

One school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece, or nephew.

In the case of extenuating circumstances, application may be made to the Director of Education, or designate, for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) **Examination and Graduation**

A Long-term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director of Education, or designate, may be absent from duty without loss of pay in accordance with the following:

For the purpose of writing an examination the half-day period during which the examination occurs will be granted.

For the purpose of attending his/her graduation, the half-day period during which the graduation occurs will be granted.

(c) **Jury Duty or Subpoena**

A Long-term Occasional Teacher who is absent from his/her assigned long-term occasional assignment by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which she is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment he/she receives as a juror or as a witness.

(d) **Quarantine**

A Long-term 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 to his/her duties.

(e) **Hazardous Weather**

A Long-term Occasional Teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year, with pay. Such requests must state the reason for absence, and approval is at the sole discretion of the Director, or designate.

(f) **Holy Days**

A Long-term Occasional Teacher shall be granted up to a maximum of three (3) school days in a school year for observance of recognized Holy Days that fall within the term of his/her assignment.

18.02 The following absences shall be without loss of salary but shall be charged to the Occasional Teacher's accumulated sick leave credits:

(a) **Urgent Matters, Community or Public Service**

For a pre-determined long-term occasional assignment of ninety-seven (97) days or greater, the Long-term Occasional Teacher shall be entitled to one (1) school day per year, for urgent matters (including adoptive leave and paternity leave), or emergency family-related matters or community or public service which cannot be conducted other than during school hours may be allowed. Such request must state the reason for the absence, and approval is at the discretion of the Director, or designate.

## **ARTICLE 19 – VOLUNTARY LEAVE OF ABSENCE**

19.01 The Board may allow a leave of absence to an Occasional Teacher. Such leave will not be unreasonably denied. In granting the leave of absence, the Occasional Teacher's name shall be removed from the Occasional Teacher List for a period of up to and including one (1) school year. The Occasional Teacher shall be returned to the Occasional Teacher List at the end of the leave provided that the Occasional Teacher is available to accept assignments and advises the Board's Human Resources Department thirty (30) days prior to the end of the leave.

## **ARTICLE 20 – LEAVE FOR UNION BUSINESS**

20.01

- (a) At the request of the Union, the Board may excuse one or more Occasional Teachers for the purpose of conducting official Union business. Such leave shall be subject to prior arrangements with the Superintendent responsible for Human Resources, or designate, the reasonable requirements of the timetable and the availability of other Occasional Teachers to replace the Occasional Teachers involved. Absences shall be segments of either half-days or full-days.
- (b) The Occasional Teachers granted leave under 20.01 (a) shall suffer no loss of salary and benefits, if applicable. The Union shall reimburse the Board for the full replacement costs, if any.

## **ARTICLE 21 – PREGNANCY/PARENTAL LEAVE**

21.01 The Board shall grant Pregnancy/Parental leave in accordance with the Employment Standards Act which may be amended from time-to-time.

## **ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURE**

22.01 **Definitions**

- (a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A "party" shall be defined as:
  - (i) the Union
  - (ii) the Board.
- (c) "Days" shall mean regular work days unless otherwise indicated.

22.02 An Occasional Teacher shall have the right to have present a representative from ETFO to assist the teacher at any stage of this grievance and arbitration procedure.

22.03

(a) **Step One – Complaint Stage**

Any dispute must first be discussed by the Occasional Teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step Two, within ten (10) days of the discussion with the Principal or Supervisor.

(b) **Step Two**

The Union must submit a written grievance with the Superintendent responsible for Human Resources, or designate, who shall answer the grievance in writing within fifteen (15) days after receipt of the grievance.

## **ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURE (Cont’d)**

22.03

- (b) The written grievance shall contain:
- (i) a description of how the alleged dispute is in violation of the Agreement; AND
  - (ii) a statement of the facts to support the grievance; AND
  - (iii) the relief sought; AND
  - (iv) the signatures of the duly authorized official of the Union, and the Occasional Teacher concerned.

(c) **Step Three**

If no settlement is reached at Step Two, the Union may, within ten (10) days of receipt of the written reply of the Superintendent responsible for Human Resources, refer the matter to the Director of Education. The Union shall present the grievance to the Director of Education within twenty (20) days of the Board's receipt of the grievance. The Director of Education shall answer the grievance within five (5) days of the meeting.

22.04 If the reply of the Director of Education is unacceptable to the Union, it may, within ten (10) days of receiving the written reply of the Director of Education, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

22.05 **Policy and Group Grievance**

The Union has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) day of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonable be expected to be aware of the relevant facts. Such grievance shall be filed at step Two except that a Board grievance shall be filed with the Local President of the Union and at Step Three, a Board representative shall present its grievance to the Union's Grievance Committee.

22.06 **Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (20) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or, if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party. Notwithstanding the foregoing, the parties may mutually agree to submit the grievance to a single Arbitrator. If the parties are unable to agree to the Arbitrator, the appointment shall be made by the Minister of Labour.

A single Arbitrator or a Board of Arbitration shall hear the pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision within the timelines specified by the Ontario Labour Relations Act. The decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement.

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

22.07 Time restrictions may be extended if mutually agreed in writing.

## **ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURE (Cont’d.)**

- 22.08 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Agreement.
- 22.09 Both parties agree to pay one-half (1/2) of the fees and expenses of the single arbitrator, or the fees and expenses of the parties' respective appointees and one-half (1/2) of the fees and expenses of the chair of the Arbitration Board.
- 22.10 Where a teacher has been dismissed for just cause, the teacher may file a grievance at Step Two within ten (10) school days of written notice of termination.
- 22.11 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 shall stipulate the name of the person and the timeline for grievance mediation to occur.
- 22.12 An 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 after the school day. Costs for the Occasional Teacher shall be paid by the Union.

## **ARTICLE 23 – CORRESPONDENCE**

- 23.01 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Superintendent responsible for Human Resources, or designate, and from the President of the Occasional Teachers' Local Union, or designate, unless otherwise specified in this Collective Agreement.

## **ARTICLE 24 – PROFESSIONAL ACTIVITY DAYS**

- 24.01 Each year the Board shall allocate to the Union \$3,000 for the purpose of providing professional development for elementary Occasional Teachers to be administered by the Union. Funds not expended in a given year will be added to the next year's allotment. Upon request, the Union will provide the Board with a report on the expenditure of the funds to the Superintendent of Business.
- 24.02 The Board shall provide information to the Union about the professional development activities provided by the Board.
- 24.03 Subject to availability of space, an Occasional Teacher may attend, without pay, scheduled professional development activity days arranged by the Board.
- 24.04 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 24.05 A Long-term Occasional Teacher shall attend, with pay, Board-wide Professional Development Days that fall within the long-term occasional assignment.

## **ARTICLE 25 – STRIKE AND LOCKOUT**

- 25.01 There shall be no strike or lockout during the term of the Collective Agreement. The terms "strike" and "lockout" shall be as defined in the Labour Relations Act.

## **ARTICLE 26 – HARASSMENT**

- 26.01 The Board and the Union agree that every employee is entitled to freedom from harassment in the workplace.

**ARTICLE 27 – OCCUPATIONAL HEALTH AND SAFETY ACT**

- 27.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- 27.02 The Board agrees to abide by the Occupational Health and Safety Act. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act. The Parties agree to abide by the Health and Safety Guidelines established for the Joint Occupational Health and Safety Committee.
- 27.03 The Union shall be entitled to one representative on the joint Health and Safety Committee.
- 27.04 In accordance with the Occupational Health and Safety Act, 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 his/her rights in any matter related to health and safety.

**ARTICLE 28 – UNION REPRESENTATION**

- 28.01 The Union shall notify the Board in writing of the names of persons elected to the office in the Local Occasional Teachers’ Union, and of persons who may be authorized by the Union to represent Occasional Teachers in a particular school or workplace on behalf of the Union (workplace steward).
- 28.02 Subject to the approval of the Principal, access to a bulletin board in each school or workplace shall be provided for the posting of Union business and information for the Union membership.
- 28.03 Subject to the approval of the Principal, the Union may have access to its members at all schools and workplaces for Union business provided that it does not interrupt the instructional day.

**ARTICLE 29 – UNION/MANAGEMENT LIAISON COMMITTEE**

- 29.01 The parties agree to form a Union-Management Committee comprised of not more than three (3) representatives from each party. The Committee shall meet every three (3) months, if necessary, and it shall discuss matters of mutual concern provided that such matters shall not include matters which are subject to collective bargaining or matters which are subject for grievance and/or arbitration.

**ARTICLE 30 – DURATION AND RENEWAL**

- 30.01 This Collective Agreement shall be in effect from 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.
- 30.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either party may notify the other within the period of one hundred and fifty (150) 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.
- 30.03 The parties shall meet within fifteen (15) days from the date of notice pursuant to 30.01 or within such further period as the parties agree upon.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives this \_\_\_\_\_ day of June, 2009.

FOR THE BOARD:

FOR THE UNION:

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June 22, 2009

Mr. Ralph Savage  
President, Occasional Teachers' Local  
Grand Erie Elementary Teachers' Federation

Dear Mr. Savage:

This will serve to confirm our mutual understanding of the following matters as a result of our recent negotiations for an Agreement for the term September 1, 2008 to August 31, 2012.

1. The Board shall advise Principals to endeavour to ensure that an Occasional Teacher shall not be assigned yard duty prior to the commencement of teaching duties.
2. Casual Occasional experience which was recognized as teaching experience pursuant to the Agreement between the Norfolk Board of Education and The Ontario Public School Teachers' Federation (Elementary Occasional Teachers) shall continue to be recognized by the Grand Erie District School Board when an Occasional teacher from the former Norfolk Board of Education performs a long-term occasional assignment, provided that:
  - (a) such experience only involves casual teaching experience prior to June 21, 1999.

And

- (b) the occasional teacher continues on the Occasional Teacher list subsequent to the June 21, 1999 Collective Agreement.

Yours truly,

Bill Johnston  
Board Chair

June 22, 2009

Mr. Ralph Savage  
President, Occasional Teachers' Local  
Grand Erie Elementary Teachers' Federation

Dear Mr. Savage:

This will serve to confirm our mutual understanding of the following matter as a result of our recent negotiations for an Agreement for the term September 1, 2008 to August 31, 2012.

The Parties agree to meet at least once per year to review the operation of the automated dispatch system.

Yours truly,

Bill Johnston  
Board Chair

June 22, 2009

Mr. Ralph Savage  
President, Occasional Teachers' Local  
Grand Erie Elementary Teachers' Federation

Dear Mr. Savage:

For the remainder of the 2008-09 school year and for the 2009-10 school year, the Board agrees not to interview (mass hiring) to add to the elementary Occasional Teachers' List. To maintain the list, the Board is prepared to:

- only add new hires for posted Long-term Occasional jobs, qualified French applicants and possibly redundant contract teachers;
- actively monitor the list and if failed-to-fill assignments occur, the Local president will be notified and names will be added to the list;
- continue to monitor the list and review demand and supply on an ongoing basis.

Yours truly,

Bill Johnston  
Board Chair