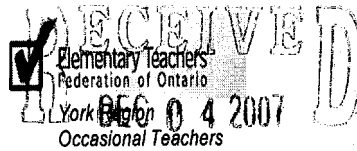


Occasional Teachers



Collective Agreement

between the

**York Region District
School Board**

and the

**Elementary Teachers' Federation
of Ontario - York Region
Occasional Teachers' Branch**

10620(05)

September 1, 2004 to August 31, 2008

Collective Agreement
between the
York Region District School Board
and the
Elementary Teachers' Federation of Ontario
York Region, Occasional Teachers' Branch
For September 1, 2004 to August 31, 2008

The attached Agreement has been negotiated by a joint committee of the Negotiating Committee of the Elementary Teachers' Federation of Ontario - York Region, Occasional Teachers' Branch and the Negotiating Committee of the York Region District School Board. The term of the Agreement shall be September 1, 2004 to August 31, 2008.

For ETFO-YR,OT

For the Board

Harold Vigoda
Negotiator, ETFO

Ken Thurston
Chief Negotiator

Fred Mayor
President/Chief Negotiator

Margaret Roberts
Principal On Special Assign.

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PART A – GENERAL**A.1.0 GENERAL PURPOSE OF AGREEMENT**

- A.1.1 It is the desire of both parties to this Agreement to set terms and conditions of employment and to maintain and further harmonious relations between the Board and the Union and to provide for the prompt and equitable disposition of grievances.
- A.1.2 The Board shall provide each Occasional Teacher on the Occasional Teachers' List with a copy of the current Collective Agreement in force between the Board and the Union and it shall be posted electronically.
- A.1.3 The Board shall provide to the Principal of each elementary school under the jurisdiction of the Board, a copy of this Collective Agreement which shall be posted electronically.

A.2.0 TERM OF AGREEMENT

- A.2.1 This Agreement shall be in effect from September 1, 2004 and shall continue in full force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, as to its desire to negotiate with a view to renewal with or without modification, of this Agreement. If notice is given, the parties shall meet within fifteen (15) days from giving of notice or unless otherwise mutually agreed upon.
- A.2.2 Any amendments to, additions to, deletions from or deviations from this Collective Agreement shall be made in writing upon mutual consent of the parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall mutually be agreed upon.

A.2.3 A party desiring to amend under the above shall give written notice to the other party to this effect. The parties shall meet within thirty (30) calendar days to determine if the other party will agree to negotiate the proposed change.

A.3.0 DEFINITION OF TERMS

A.3.1 "Occasional Teacher" shall mean an Occasional Teacher as defined in the Education Act (Section 1.1).

A.3.2.1 "Long Term Occasional Teacher" shall mean a teacher who is required to teach for a period of sixteen (16) or more consecutive teaching days as a replacement for one teacher employed under a permanent or probationary contract. Effective August 31, 2008 the number of consecutive teaching days shall be twelve (12). All other Occasional Teachers covered by this Agreement are referred to as Short Term Occasional Teachers.

A.3.2.2 Notwithstanding A.3.2.1, if the teacher being replaced returns for one day and is once again replaced by the same occasional teacher, the number of instructional days will be deemed to be consecutive. This clause would only apply once during the teacher's absence and only if the reason for the teacher's second absence is the same as the first absence.

A.3.3 "Short Term Occasional Teacher" means any qualified elementary Occasional Teacher who is not a "Long Term Occasional Teacher".

A.3.4 "Days" means instructional days unless otherwise specifically provided. "Instructional days" shall be those designated each school year by the Board and do not include professional activity days or school holidays.

- A.3.5 “Occasional Teacher List” means the list of all Occasional Teachers in the bargaining unit who are qualified and who have been accepted by the Board to teach as Occasional Teachers in the Board’s elementary panel.
- A.3.6 “Union” means the Elementary Teachers’ Federation of Ontario and the Elementary Teachers’ Federation of Ontario - York Region, Occasional Teachers’ Branch.
- A.3.7 “Elementary Teachers” shall mean the elementary teachers, other than occasional teachers, employed by the Board in its elementary panel.
- A.3.8 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

A.4.0 RECOGNITION

- A.4.1 The employer being the York Region District School Board (hereinafter referred to as the “Board”) recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as the “Union”) **as** the bargaining agent for all occasional teachers employed by the Board in the elementary panel.

Unqualified persons as defined in section 1(1)(66) of the *Education Act* are excluded from the bargaining unit.

- A.4.2 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- A.4.3 No person covered by any other Agreement shall be covered by this Agreement. However, a person who is covered as a regular teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect to such Occasional Teaching employment.

A.5.0 REPRESENTATION

- A.5.1 At any further negotiations for the renewal of this Agreement, the Board shall recognize and meet with a Negotiating Committee of the Union consisting of not more than three (3) Occasional Teachers.
- A.5.2 The Board agrees to recognize a Grievance Committee comprised of two members of the Union Executive. The Board shall not be required to recognize any person as a committee or executive member until so notified. The Union will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Union with a list of its supervisory personnel.
- A.5.3 A member of the Union's Negotiating Committee, Grievance Committee or Union Executive, who is on a Long Term Occasional assignment, shall not leave his/her regular duties without first obtaining the permission of the Principal and the Union President.
- A.5.4 All correspondence between the parties, arising out of this Agreement shall pass to and from the Superintendent of Employee Services or designate, and to and from the President of the Union or designate.

A.6.0 GRIEVANCE PROCEDURE**A.6.1 Definitions:**

The following definitions shall apply in this Article:

- (a) a "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement specified on a written grievance form;
- (b) a "party" shall be defined as:
- i) the Union, and
 - ii) the Board

- (c) a “supervisor” shall mean Principal or Superintendent of Schools whichever is the immediate supervisor of the complainant.

A.6.2 Informal Stage:

If a teacher is unable to resolve a complaint informally, the teacher may, with the concurrence of the Union, initiate a complaint with the teacher’s supervisor who shall answer the complaint in writing within ten (10) days of receipt of the complaint. The problem must be brought to the attention of the supervisor within ten (10) days after the teacher becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to the complaint.

A.6.3 Formal Stage:

If the teacher is not satisfied with the decision regarding the complaint then the teacher may within ten (10) days of receipt of the reply from the supervisor refer such matter on a prescribed grievance form in the following manner and sequence.

(a) Step 1:

The complainant may refer such matter on a written grievance form to the Superintendent of Employee Services who shall answer the grievance in writing within ten (10) instructional days. The grievance shall specify the article or articles and subsections of this Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the teacher.

Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Union Representative, the Superintendent of Employee Services and the Principal and/or his/her designate and/or the Superintendent of Schools.

(b) Step 2:

If no settlement is reached at Step 1, the teacher, representatives of the Union and of the Board shall meet within fifteen (15) instructional days of receipt of the reply of the Director or designate to present the grievance to the grievance panel. The grievance panel will be comprised of up to three supervisory officers as assigned by the Director. If the grievance is not settled within ten (10) instructional days, it may be referred to arbitration as provided in Article A.7.0. When the grievance panel meets to make their decision, no teacher or other participant in the discussion shall be present.

(c) Step 3:

If the reply of the grievance panel is unacceptable, the Union may then apply for arbitration within fifteen (15) days of receipt of the reply.

- A.6.4 A grievance arising directly between the Board and the Union may be initiated by either party commencing with Step 1 of the formal stage, within fifteen (15) days of the occurrence complained of.
- A.6.5 The parties to this Agreement are required to follow the procedures laid down in this Article in respect of a grievance and any teacher as the case may be who appeals directly to any trustee of the Board once the grievance procedure has been initiated as per A.6.2, shall thereby forfeit all rights under this Article.
- A.6.6 Time limits specified in the grievance procedure may be amended by mutual agreement in writing by the parties to the grievance.
- A.6.7 If the grievor fails to meet any of the stipulated time limits, the grievance shall be deemed to be dismissed. If the employer fails to meet any of the stipulated time limits, the grievor shall have the right to proceed to the next step.

A.7.0 ARBITRATION

- (a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- (b) The recipient of the notice shall, within ten (10) 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.
- (c) Where two appointees are **so** selected they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman.
- (d) If the recipient party fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman, the appointment shall be made by the Ontario Labour Relations Board upon request of either party.
- (e) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representative and determine the difference or allegation and shall issue a decision. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
- (f) The Arbitrator or Arbitration Board, as the case may be, shall not by the decision rendered, add to, delete from, modify or otherwise amend the provisions of the Agreement.

A.7.1 Cost of Arbitration:

The fees for a single Arbitrator, or a Chairman of a Board of Arbitration shall be shared equally by the parties. Each party shall be responsible for the fees of its nominee.

A.8.0 MANAGEMENT RIGHTS

- A.8.1 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its administration. The Board agrees to exercise its rights in a fair and reasonable manner in all matters pertaining to this Collective Agreement.
- A.8.2 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any Occasional Teacher to lodge a grievance under the grievance procedures here provided for, the Occasional Teachers and the Union recognize and accept that it is the right of the Board to:
- (a) hire, transfer, promote, demote, classify, direct, assign, or layoff;
 - (b) suspend with or without pay, remove an Occasional Teacher from the Occasional Teacher List, discharge or otherwise discipline an Occasional Teacher for just cause, recognizing that a lower standard may be applied to just cause for a probationary Occasional Teacher;
 - (c) plan and direct the nature and quality of teaching programs, the number of teachers to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of teaching and instruction, and such other duties and responsibilities of the Board as are outlined in the statutes and regulations and regulations pertaining to education in the Province of Ontario;
 - (d) to make, enforce, and alter from time to time, rules, regulations and policies governing Occasional Teachers, which do not conflict with any provisions of this Agreement.

- A.8.3 Occasional Teachers shall serve a probationary period of forty (40) days taught in the bargaining unit in a two (2) year period or a probationary period of thirty (30) days taught in the bargaining unit within a one (1) year period.
- A.8.4 A notice of termination of employment from the position of Occasional Teacher with the Board, shall be copied to the President of the Elementary Teachers' Federation of Ontario – York Region Occasional Teachers' Branch.
- A.8.5 (a) Notwithstanding Article A.8.2(b), an Occasional Teacher given a non-disciplinary suspension pending the outcome of an investigation shall be paid during that suspension period.
- (b) The pay referred to in A.8.5(a) shall be determined based on the average amount of pay of the particular Occasional Teacher during the four (4) weeks immediately preceding the commencement of the suspension.
- (c) The entitlement specified in A.8.5(a) and A.8.5(b) shall only be available to Occasional Teachers who have completed the probationary period and who have worked at least forty (40) days in the preceding twelve (12) months.

A.9.0 STRIKE OR LOCKOUT

- A.9.1 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.
- A.9.2 Notwithstanding the foregoing, Occasional Teachers may strike and the Board may lockout Occasional Teachers in accordance with the provisions of the Ontario Labour Relations Act.
- A.9.3 In the event that any employees of the Board, other than those covered by this Agreement, engage in a lawful strike and maintain a picket line, employees covered by this Agreement shall not be required to perform work done by those employees.

A.10.0 UNION DUES AND ASSESSMENTS

- A.10.1 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Union by the 15th of the month following the date on which the deductions were made. The Union must inform the Board of the amount to be deducted each school year no later than August 31st of each year.
- A.10.2 The payment shall be accompanied by a dues submission list showing the names, addresses, home telephone numbers, Social Insurance Number, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher employed by the Board. At the same time this list is sent to the provincial union office, a copy will be sent to the local Union President.
- A.10.3 The Board shall provide to the Union, by September 15th each year, a letter stating the total number of days of elementary casual and long term occasional teaching days for the previous school year. At the same time this letter is sent to the provincial union office, a copy will be sent to the local Union President.
- A.10.4 The Board shall deduct an annual levy from each Occasional Teacher's pay. The Union must inform the Board of the amount to be deducted each school year no later than August 1st of each year.
- A.10.5 The Federation shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.

A.11.0 PERSONNEL FILES

- A.11.1 A teacher shall have access during normal business hours to all his/her personal data/documents maintained in his/her personnel files by the Board. The teacher or designate shall have the right to make copies of any material contained in such files.
- A.11.2 Where a teacher authorizes in writing access to his/her personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- A.11.3 Teachers shall receive copies of any disciplinary or evaluation materials which are placed in their personnel file within three (3) instructional days of the materials being placed in the file.
- A.11.4 If a teacher identifies in writing inaccuracies or errors in documents contained in the personnel file and/or provides notices of corrections or inaccuracies to such documents, the Board shall either confirm or amend the information and shall notify the teacher in writing, in a timely fashion, of its decision,
- A.11.5 Documents contained in a teacher's personnel file which are of a disciplinary nature shall be removed from the file no later than three (3) years after their date of issue, provided that there is no recurrence of similar behaviour requiring additional disciplinary action.
- A.11.6 All detailed medical information shall be maintained in a separate file by the Board's Superintendent of Employee Services or designate. Teachers' personnel files will not contain copies of medical information.

A. 12.0 CRIMINAL RECORD CHECK

- A.12.1 For existing Occasional Teachers, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of *The Education Act* or any subsequent regulation or law, provided that the Teachers use the Police Service designated by the Board.

PART B - SALARY

B.1.0 SHORT TERM ASSIGNMENTS:

B.1.1 The Board shall pay, in respect of each day of employment with the Board in a short term teaching assignment, the following rates of pay effective:

September 1, 2004 – August 31, 2005	185.03
September 1, 2005 – August 31, 2006	188.73
September 1, 2006 – August 31, 2007	192.50
February 1, 2007 – August 31, 2007	194.43
September 1, 2007 – January 31, 2008	197.93
February 1, 2008 – August 31, 2008	200.70

The rates outlined above are inclusive of statutory holidays and vacation pay.

B.1.2 Short Term Occasional Teachers who accept an assignment in a school north of Ravenshoe Road shall be paid an additional allowance of \$15.00 per day

B.2.0 LONG TERM OCCASIONAL TEACHERS:

B.2.1 A Long Term Occasional Teacher shall be paid in accordance with the salary grid and with additional degrees and certificates in effect pursuant to the Board's Elementary Teachers' Collective Agreement. This amount includes the total of vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under the applicable legislation.

B.2.2 It is agreed by the parties that the terms of this Collective Agreement provide to all employees covered by it, rights or benefits regarding holidays and vacation pay which are equal or greater than the minimum provided under the *Employment Standards Act*.

- B.2.3 Recognized teaching experience for the purpose of B.2.0 above, shall include the following:
- (a) Full-time Elementary or secondary teaching experience with the Board, any other school board in Ontario or school on the Board's approved list that is used to establish step on the grid. This is to be adjusted by the following:
 - i) teaching experience in other schools or other jurisdictions may be used to establish the step on the grid at the time of hiring as determined by the Board;
 - ii) experience for part of a year will be credited at $1/10^{\text{th}}$ of the yearly increment per month or major fraction thereof provided that the teacher was a permanent on a full-time basis and provided the teacher held a permanent or probationary contract or an Extended Occasional Teacher's Agreement with the Board or any other school board in Ontario. If such teaching was on a part-time basis the increment will be pro-rated. No credit shall be given under B.4.4(a)(ii) for experience in the current school year;
 - iii) at the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been accepted in B.2.3(a)(ii);
 - iv) experience for short-term assignments with the York Region District School Board in the previous school year credited such that each full twenty (20) days worked shall be considered as the equivalent of one month of full-time experience.
- B.2.4 In determining a Long Term Occasional Teacher's category placement on the Salary Grid, the Board will be guided by the definitions set out in Qualifications Evaluation Council of Ontario Programme 4 or Programme 5.

B.2.5 Occasional Teachers shall be paid bi-weekly through bank deposit on the pay dates specified in the Board's schedule, providing the Occasional Teacher has worked during the previous pay period.

B.2.6 The payment shall be deposited at the bank branch of the teacher's choice. If the teacher requests that his/her payment be deposited in a trust company or credit union which is not on the CIBC electronic network (service code 1), he/she may not receive his/her payment on the regular pay dates as specified in B.2.5. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed. The teacher assumes full responsibility with regards to any consequences which arise from choosing an institution, which is not on the CIBC electronic network (service code 1).

If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

B.3.0 REPORT CARDS

B.3.1 When a Long Term Occasional teaching assignment is completed prior to the required date for report cards to be submitted, the Occasional Teacher may be assigned to assist with the completion of these report cards. In such an event, the Occasional Teacher shall be paid for the time to complete the report cards, up to a maximum of three (3) days. The rate of pay shall be the rate the Occasional Teacher received during the teaching assignment.

B.4.0 RETROACTIVE PAYMENT

B.4.1 In the event of a late settlement between the Board and the Elementary Teachers (full-time bargaining unit) that contains a retroactive salary increase, any resulting retroactive increases to Long Term Occasional Teachers shall be paid to all those Long Term Occasional Teachers who worked during the time period covered by the retroactive pay.

The Board shall send the cheque by registered mail to the address on record prior to the settlement. Should such a cheque be returned, the Board will be considered to have met its obligation, and the former Long Term Occasional Teacher shall no longer be entitled to that retroactive payment. The money then remains the property of the Board.

B.5.0 QUALIFICATIONS

B.5.1 In order to receive any retroactive salary adjustment for qualifications, it shall be the responsibility of the Long Term Occasional Teacher to provide the Board with a Qualifications Rating Statement, and any supporting documents, within six (6) months of the start of the Long Term teaching assignment. Any Long Term Occasional Teacher who fails to provide the Statement and/or supporting documents within that timeframe, shall not be entitled to any retroactive salary adjustment, but rather shall have their salary adjustment applied effective on the date that the Statement and/or supporting documents are provided to the Board.

B.6.0 EARLY TERMINATION OF LONG TERM ASSIGNMENTS

B.6.1 In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, due to the early return of the teacher on leave, the Long Term Occasional Teacher will be given twenty-five (25) calendar days notice or twenty-five (25) calendar days pay in lieu of notice. The twenty-five (25) days notice may include reassignment, but at the Long Term Occasional Teacher rate of pay.

B.6.1.1 In the event that the assignment of the Long Term Occasional Teacher is terminated prior to the originally scheduled date for reasons other than stated in B.6.1 or other than just cause including receipt of an unsatisfactory evaluation, the Occasional Teacher shall be reassigned to short term occasional assignments daily or to another Long Term Occasional assignment of equal or greater duration until the originally agreed termination date at the Long Term Occasional Teacher rate of pay.

B.7.0 CALL-OUT ERROR

B.7.1 An Occasional Teacher who reports for a half day assignment as a result of a call-out error on the part of the Board shall be given appropriate employment for one half day or shall be paid a half day's pay for reporting for duty.

B.7.2 If an Occasional Teacher has been called in error for a full day assignment and there is no other appropriate assignment available to make a full day, the teacher shall still be paid as if he/she had worked a full day.

B.7.3 If, as a result of a call-out error, an Occasional Teacher needs to travel to another school, that teacher will be paid mileage for the distance from the school to which he/she was first called, to the school to which he/she was subsequently assigned.

PART C - BENEFITS**C.1.0 INSURED EMPLOYEE BENEFITS**

- C.1.1 At the time of signing an agreement accepting a Long Term Occasional Teaching assignment with a term of sixteen (16) consecutive teaching days or more, a Long Term Occasional Teacher may request, in writing, to be enrolled in the Board's employee benefit program. Effective August 31, 2008 the number of consecutive teaching days shall be twelve (12). Such benefits will be effective from the date of commencement of the assignment.
- C.1.2 In accordance with C.1.1 above, the Board shall pay 100% of the premium cost of the extended health benefits and semi-private coverage, basic dental plan insurance and double salary life insurance. Such premium contributions shall continue until the expiry of the said Long Term Occasional Teacher Agreement.
- C.1.3 An Occasional Teacher who worked at least 80 full-time equivalent days as an elementary or secondary Occasional Teacher for the Board in the prior school year may, upon application, participate in the Board's extended health, semi-private hospital care and basic dental plans, provided that:
- i) the teacher assumes 90% of the premiums; and
 - ii) the teacher pays such premiums in advance, half paid in September and half paid in February.
- C.1.4 (a) Each eligible Occasional Teacher shall, not later than August 15th of each year, complete and return the benefits election form provided by the Board.
- (b) An eligible Occasional Teacher who elects to participate in the Board's Employee Benefit program shall be a participant in the plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

- i) remains on the Board's list of Occasional Teachers;
 - ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board;
 - iii) pays the Occasional Teacher's share under C.1.3; and
 - iv) is not in arrears of payment of premiums.
- (c) An Occasional Teacher enrolled in the Board's benefit program may continue participation in that plan from the next September 1 to the following August 31 providing that the Occasional Teacher:
- i) works at least 80 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
 - ii) fulfils the conditions set in the previous Articles.
- (d) If the Occasional Teacher fails to comply with any of the conditions in C.1.4, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the benefit program plans, and then, not until the Occasional Teacher again becomes eligible under C.1.3.

C.1.5 An Occasional Teacher who previously retired from the Board, and who has retiree benefit(s) coverage, shall not be enrolled in the insured employee benefits under this Collective Agreement but shall be paid by the Board the dollar value of benefit premiums for the coverage the Occasional Teacher would have otherwise been entitled to carry.

C.1.6 Notwithstanding all the previous contents of Article C.1.0, an Occasional Teacher who is over age sixty-five (65) shall not be eligible for, entitled to, or provided any insured employee benefits. Should an employee who is receiving insured employee benefits under this Collective Agreement turn sixty-five, such insured employee benefits will immediately cease on that employee's sixty-fifth birthday.

C.2.0 SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

C.2.1 Upon the effective date of a Long Term Occasional Teacher Agreement, the teacher shall be entitled to sick leave credits in accordance with the following provisions of this Article. The sick leave plan shall be subject to the final authority of the Board.

C.2.2 A Long Term Occasional Teacher shall be granted two (2) days of sick leave credit for each complete month of service. Such days shall be credited at the beginning of the Long Term Occasional assignment. Part-time Long Term Occasional Teachers shall benefit under the plan on a pro-rata basis of the time employed and salary. Unused sick leave credits will be accumulated and carried forward to a maximum of twenty (20) days from one (1) long term occasional assignment to another long term occasional assignment within a given school year and in the subsequent school years providing they continuously maintain their status on the ETFO-YR Occasional Teacher List. Any carry forward shall be to a maximum of twenty (20) days. The carry forward provision of this clause shall begin in the school year 2006-2007 for use in the school year 2007-2008.

- C.2.3 The sick leave credits accumulated by each Long Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. A Long Term Occasional Teacher shall, when the illness is for a period exceeding five **(5)** consecutive days, or when the Superintendent requests it, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a registered medical or dental practitioner.
- C.2.4 There shall be no payment made by the Board, other than in accordance with Article C.2.3, to any Occasional Teacher in respect of unused sick leave credits accumulated while employed as a Long Term Occasional Teacher.
- C.2.5 An Occasional Teacher on a long term assignment shall be entitled to the following:
- (a) a maximum of three (3) days with pay for the observance of Faith Days, for a sincerely held religious belief, with no deduction to the sick leave account;
 - (b) an additional two **(2)** days with pay for the observance of a Faith Day, for a sincerely held religious belief, with deduction to the sick leave account;
 - (c) a maximum of three (3) days with pay, with deduction to the sick leave account, for the severe illness or death of a mother, father, child, spouse (including common law spouse) or same-sex partner; and
 - (d) a maximum of one **(1)** day per occasion with pay, with deduction to the sick leave account for a funeral.
- C.3.0 PREGNANCY/PARENTAL LEAVE**
- C.3.1 An employee is entitled to an unpaid pregnancy or parental leave of absence as provided for in the *Employment Standards Act*.
- C.3.2 The Board shall continue to pay its share of the premiums for insured benefit plans for Long Term Occasional Teachers during pregnancy and parental leave.

- C.3.3 An Occasional Teacher who has recovered from delivery but whose child is hospitalized may interrupt her pregnancy leave by returning to daily occasional work, if available, without the **loss** of her right to resume the leave.
- C.3.4 An Occasional Teacher may terminate a pregnancy or parental leave and return to work upon providing the Board with one week written notice and a medical certificate indicating her ability to return to work.
- C.3.5 An Occasional Teacher returning from pregnancy or parental leave shall have all rights as per the *Employment Standards Act*.

C.4.0 BEREAVEMENT LEAVE

- C.4.1 Bereavement leave of up to three (3) days shall be granted without loss of pay but as a deduction from sick leave credit to a Long Term Occasional Teacher in the event of the death of a spouse, parent, child, grandparent, brother, sister, mother-in-law or father-in-law.

C.5.0 JURY DUTY OR SUBPOENA

- C.5.1 A Long Term Occasional Teacher who is selected for service as a juror or is required by subpoena to appear in court as a witness in any proceeding in which he or she is not a party to or one of the persons charged, shall be paid the difference between the normal earnings and the payment the Occasional Teacher receives as a juror or a witness if such duty occurs during a Long Term Occasional Teaching assignment.

PART D - STAFFING**D.1.0 OCCASIONAL TEACHER LIST**

- D.1.1 To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must be currently qualified under the Ontario College of Teachers Act, or equivalent unless otherwise permitted by the Board.
- D.1.2 The Occasional List shall show the names, addresses and telephone numbers of such Occasional Teachers, and the subjects and/or divisions which the Occasional Teacher is qualified to teach. The list will show any additional certificates required by the Ontario College of Teachers to teach ESL and Special Education, or any other subjects as determined by the Province.
- D.1.3 It is the responsibility of each Occasional Teacher to notify the Board in writing or by electronic means, if the Board **so** determines, of any change of address or change of telephone number needed to contact the Occasional Teacher regarding teaching assignments. An Occasional Teacher shall notify the Board in writing within fourteen (14) days of any change of address. If an Occasional Teacher fails to do **so**, the Board will not be responsible for failure of a notice to reach such Teacher. Any notice sent by the Board via registered mail to the Teacher's address which appears on the Board records shall be conclusively deemed to have been received by the Teacher.

- D.1.4 An Occasional Teacher who because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for the remainder of the school year, provided that such Occasional Teacher must make himself/herself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the Occasional Teacher List. An Occasional Teacher becoming unavailable for such reasons shall, in accordance with the Board's procedures, inform the Board in writing or by electronic means if the Board so determines, of the date of commencement of a return from the period of unavailability.
- D.1.5 An Occasional Teacher who does not teach at least five (5) days for the Board in this bargaining unit for a period of one complete academic year shall be deemed to be removed from the Occasional Teacher List.
- D.1.6 On or about November 30th and May 31st of each year, the Board shall provide the Union with a copy of this Occasional Teacher List currently in effect.
- D.1.7 The Occasional Teachers' List shall be capped at thirty percent (30%) of the number of full-time elementary teachers. This cap may be revised on written agreement between the President of the Union local and the Superintendent of Employee Services.
- D.1.8 For every Occasional Teacher on the list who receives a Long Term Occasional Teacher assignment, the Board shall endeavour to add a new Occasional Teacher to the list until the conditions of D.1.7 are met.

- D.1.9 When a Long Term Occasional Teacher assignment is terminated, the teacher who has completed the assignment will become active on the Occasional Teacher List and the teacher added to the list as per Article D.1.8 will be dropped from the list, provided that the list exceeds the conditions in Article D.1.7 and the person dropped from the list has the least seniority as per Article D.1.10(a).
- D.1.10 (a) The Board shall maintain a seniority list showing each Occasional Teacher's name and seniority ranking. A copy will be forwarded to the President of the Union local.
- (b) A Long Term Occasional Teacher who is absent ,from work due to illness, accident, pregnancy, adoption of a child, or approved leave of absence shall continue to accumulate seniority during the period of such absence.
- D.1.11 Before the Board uses an unqualified teacher (such teachers not being covered by this Collective Agreement) the Board shall make every reasonable effort to ensure that no person on the Occasional Teacher's list is available and willing to take the occasional teaching assignment.
- D.1.12 Unqualified persons can be employed in an Occasional Teaching assignment only after three (3) qualified Occasional Teachers have been called and have declined that assignment. This requirement applies to each day of the assignment.
- D.1.13 The Board shall provide the President of the Elementary Teacher's Federation of Ontario – York Region, Occasional Teachers' Branch, each month a report including days, assignments and locations where unqualified persons have been employed in an Occasional Teaching assignment.
- D.2.0 LONG TERM OCCASIONAL ASSIGNMENTS**
- D.2.1 The Board shall endeavour to provide a list of known Long Term Occasional positions on a monthly basis to the President of the Union.

- D.2.2 Before filling any Long Term Occasional assignments, the Board shall advertise such assignment on the Board's voice-mail hotline.
- D.2.3 Prior to external hiring and depending on the limitations of qualifications, the Board shall make every reasonable effort to hire a teacher from the Occasional Teacher List to fill any vacancy arising owing to the death of a teacher during the school year.
- D.2.4 Prior to external hiring for Long Term Occasional Teacher positions, and depending on qualifications and ability, the Board shall make every reasonable effort to hire Long Term Occasional Teachers from the list of Short Term Occasional Teachers who have indicated that they are willing to do a Long Term Occasional assignment.

D.3.0 CALLING OF OCCASIONAL TEACHERS

- D.3.1 The Board shall endeavour to call qualified Occasional Teachers first to replace teachers who are absent.

D.4.0 LEAVE FOR UNION BUSINESS

- D.4.1 The Board shall grant forty (40) days release time for one (1) member of the Union in order to conduct union business. The cost will be shared equally between the Board and the Union.

D.5.0 AUTOMATED CALL-OUT SYSTEM

- D.5.1 Prior to the initial implementation of any computerized dispatch system, the Board and the Union local agree to explore the operation of this system with the purpose of providing an equitable distribution of work for all Short Term Occasional Teachers whose names are on the Occasional Teacher List, taking into account qualifications and availability.

- D.5.2 An automated calling system (STAR) shall be employed to engage Short Term Occasional Teachers when a teacher is absent. A Principal or designate may request the services of a particular Occasional Teacher from a list not to exceed fifteen percent plus one (15%+1) of the total teaching staff.
- D.5.3 The Board and the Union local agree to meet regularly and, in any event, at least once per year to review the design and operation of the automated calling system.
- D.5.4 Modifications to the design and/or operation of the automated calling system that impact on the Collective Agreement shall be made only with the mutual written consent of the Board and the Union local.
- D.5.5 It is the responsibility of the Board to ensure that all of the Occasional Teachers on the Occasional Teacher List are trained in the operating procedures of the dispatch system by means of instructional booklets. Each Occasional Teacher shall receive a copy of the written instructions.

PART E – OTHER WORKING CONDITIONS**E.1.0 NO DISCRIMINATION**

- E.1.1 There shall be no discrimination, interference, restraint or coercion exercised or practised with respect to any Occasional Teacher because of participating in lawful activities of the Union. No employee shall be treated by the Board in a fashion that is contrary to the Ontario Human Rights Code (R.S.O. 1990). In the event a complaint is filed by an Occasional Teacher in which conduct is alleged contrary to the Human Rights Code, the Board will ensure that the President of the Union local is advised in writing of this fact.
- E.1.2 There shall be no discrimination by the parties against a teacher or supervisor because of race, national origin, age, creed, colour, religion, sex, sexual orientation, marital status or handicap.

E.2.0 HEALTH AND SAFETY

- E.2.1 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.
- E.2.2 The Board agrees to accept an Occasional Teachers' representative, appointed by the Union, as a fully participating member on the Board's Health and Safety Committee. The Board shall be responsible for providing training to Occasional Teachers as required by the Ontario Occupational Health and Safety Act.

E.3.0 WORKING CONDITIONS

- E.3.1.1 The timetable of a Short Term Occasional Teacher on a per diem basis shall be the same as the timetable of the teacher being replaced.

- E.3.1.2 Notwithstanding the above, an occasional teacher may be employed for a half day or full day for the purpose of repaying **lost** preparation time.
- E.3.2 An Occasional Teacher who accepts a full day teaching assignment with the Board shall be provided with an uninterrupted period for lunch, free from duty, of at least forty **(40)** consecutive minutes per day.
- E.3.3 Where a Long Term Occasional Teacher substitutes for a teacher who is receiving a travel allowance the Long Term Occasional Teacher shall receive, in accordance with the Board's procedures, reimbursement at the Board's current per kilometre rate.
- E.3.4
- a) A Short Term Occasional Teacher shall not be assigned a supervisory duty prior to the commencement of class on the first day of an assignment. An alternate supervisory duty may be assigned on the first day within the Short Term Occasional Teacher's assignment if the teacher being replaced has an assigned supervisory duty before the commencement of class.
 - b) **No** Short Term Occasional Teacher shall be assigned an after school supervisory duty or bus duty for the month of September.
- E.3.5
- (a) The minimum amount paid for a short term occasional teaching assignment that constitutes a half day or less, shall be fifty percent (50%) of the daily rate of pay for an Occasional Teacher.
 - (b) However, where the actual number of minutes, including recess covered by a short term teaching assignment, exceeds 150 minutes, the teacher shall be paid the actual percentage of the instructional day (300 minutes) worked.
- E.3.6 An Occasional Teacher shall not be required to report to a school for an afternoon half day assignment until the conclusion of the student lunch period.

- E.3.6.1 In the event that an Occasional Teacher is required to report for an afternoon assignment prior to the commencement of the student lunch period, the Occasional Teacher shall be paid for a full day.
- E.3.7 No Short Term Occasional Teacher shall be required to remain at a work location beyond fifteen (15) minutes after the usual dismissal of students for the day.
- E.3.8 No Short Term Occasional Teacher shall be required to attend any meeting during their forty (40) minute lunch time.
- E.3.9 The Board and the teachers agree that participation in extra-curricular activities is a valuable experience for students and recognize that the supervision of extra-curricular activities should continue and shall be provided on an individual, voluntary basis.
- E.3.10 A Short Term Occasional Teacher may be assigned one supervisory duty per full day assignment, such supervisory duty not to exceed thirty (30) minutes.

E.4.0 BULLETIN BOARDS

- E.4.1 The Board shall provide bulletin board space in each elementary school for the posting of notices, which may be of interest to Occasional Teachers.

E.5.0 PROFESSIONAL ACTIVITY DAYS

- E.5.1 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day, will be paid for the day and will be required to participate in the scheduled professional activity sessions.
- E.5.2 In the event an Occasional Teacher is required by the Board to attend a Professional Activity Day, the Occasional Teacher shall receive the normal rate of pay for the day.

E.5.3 An Occasional Teacher not meeting the conditions in E.5.1 or E.5.2 may attend, without pay, scheduled Professional Activity Days arranged by the Board. Requests are to be made in writing to the Superintendent of Employee Services.

E.5.4 An Occasional Teacher shall, upon request, have access to the Board's in-service programmes on a voluntary basis without pay. Any fees charged for an in-service program will be paid by the Occasional Teacher at the same rate as that charged to a permanent contract teacher.

E.6.0 BOARD/UNION RELATIONS COMMITTEE

E.6.1 The Board and the Union shall participate in a Liaison Committee composed of three (3) representatives appointed by each party, which shall meet when required to attempt to solve problems or issues arising during the term of this Agreement. The committee shall have such additional resources as the parties may agree are required.

E.6.2 The committee shall meet at the request of either party at a mutually convenient time. The initial meeting shall be held within sixty (60) days of the signing of this Collective Agreement, with subsequent meeting at the committee's discretion. Minutes of the meetings will be at the committee's discretion but shall be issued at least twice annually.

E.6.3 The committee shall discuss issues of concern to either the Board or the Union.

E.6.4 The committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.

E.6.5 The Board shall attempt to notify the President of the Union prior to implementing any major change in administrative procedures respecting Occasional Teachers.

E.7.0 HARASSMENT

E.7.1 The Board agrees to develop a policy to deal with workplace harassment.

E.8.0 ELEMENTARY TEACHER POSITIONS

E.8.1 **As** elementary teacher positions become available, the Board agrees to give preference to members of ETFO-YR OT over external candidates of equal qualifications and ability.

F.1

LETTER OF INTENT

BETWEEN

YORK REGION DISTRICT SCHOOL BOARD

AND

ETFO-YR Occasional Teachers' Branch.

RE: Supplemental Employment Benefits
(S.E.B.) Plan Joint Committee

The parties agree to investigate models of the Supplemental Employment Benefits plan through a Joint Committee.

The Committee shall prepare recommendations for consideration and action by the Board commencing in the 2006-2007 school year.

F.2

LETTER OF UNDERSTANDING

BETWEEN

YORK REGION DISTRICT SCHOOL BOARD

AND

ETFO-YR Occasional Teachers' Branch.

To provide additional time for planning, marking, preparation for report cards and such, the parties agree that the number of student contact days for Long Term Occasional Teachers shall be reduced as follows:

Long Term Occasional Teachers teaching greater than 150 days in a school year shall be entitled to two half days or one full day as determined by the teacher and scheduled in agreement with the principal. Long Term Occasional Teachers teaching from 75 to 150 days in a school year shall be provided one half day as determined by the teacher and scheduled in agreement with the principal.

F.3

LETTER OF INTENT
BETWEEN
YORK REGION DISTRICT SCHOOL BOARD
AND

ETFO-YR Occasional Teachers' Branch.

RE: Professional Development

The Board agrees to allocate \$100,000 annually for the 2006-2007 and 2007-2008 school years only, for the purpose of supporting the professional development of occasional teachers. The usage of these funds shall be determined jointly by a committee of the Board and ETFO – YR Occasional Teachers' Branch.

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