

COLLECTIVE AGREEMENT

— Between —

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

(hereinafter called the "ETFO" or "Union")

— Representing —

**THE OCCASIONAL TEACHERS
OF THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

Employed by the Board
(hereinafter called the "Bargaining Unit")

— And —

THE SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

(hereinafter called the "Employer" or "Board")

— FOR THE PERIOD —

September 1, 2008

to

August 31, 2012

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ARTICLE 1.0: PURPOSE

1.01 It is the purpose and intent of the parties to maintain harmonious relationships between the Board and each Occasional Teacher in the bargaining unit. It is the desire of the parties to set forth in this Agreement terms and conditions of employment and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

ARTICLE 2.0: DEFINITIONS

2.01 Bargaining Unit: means every Part X.1 teacher who is an Occasional Teacher and who is on the Board's roster of Occasional Teachers who may be assigned to an elementary school.

2.02 Bargaining Agent: means the Elementary Teachers' Federation of Ontario.

2.03 Board: means the Superior-Greenstone District School Board.

2.04 Occasional Teacher: means an "Occasional Teacher" as defined in Section 1.1 of the *Education Act*, R.S.O. 1990 Chap. E2 as amended [1997, c.31 s.1(4)] employed by the Board to teach.

2.05 Daily Occasional Teacher: means an Occasional Teacher who is not a Long Term Occasional Teacher.

- 2.06 Long Term Occasional Teacher: means a teacher who is required to teach for a period of ten (10) or more consecutive days as a substitute for the same teacher.
- 2.07 Probationary Occasional Teacher: means an Occasional Teacher with less than fifty (50) full-time equivalent days of work as an Occasional Teacher with the Board. An Occasional Teacher shall be on probation for up to fifty (50) full-time equivalent days of work as an Occasional Teacher and during such time shall not have access to the grievance and arbitration procedures in instances of discipline and/or discharge.
- 2.08 Occasional Teacher Roster: means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to work as Occasional Teachers in its elementary schools.
- 2.09 Director: means the Director of Education or his/her designate.
- 2.10 ETFO: means the Elementary Teachers' Federation of Ontario.
- 2.11 Teacher: means a Part X.1 teacher, other than an Occasional Teacher, who is assigned to one or more elementary schools operated by the Board.
- 2.12 Elementary Teachers' Collective Agreement: means the Collective Agreement between ETFO (representing the elementary teachers) and the Board.

ARTICLE 3.0: RECOGNITION

- 3.01 The Board recognizes ETFO as the exclusive bargaining agent of all Occasional Teachers who may be assigned to an elementary school.
- 3.02 An Occasional Teacher is required to be a member in good standing with and holds a valid Certificate of Qualification from the College of Teachers.
- 3.03 This Agreement is binding upon the Board and ETFO and upon the Occasional Teachers who may be assigned to an elementary school operated by the Board.
- 3.04 The Board recognizes the right of the ETFO to appoint the Bargaining Unit's Collective Bargaining Committee as the bargaining agent authorized to negotiate on behalf of the ETFO.
- 3.05 The Board recognizes the right of the Bargaining Unit to authorize the ETFO or any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.06 The ETFO recognizes the right of the Board to authorize any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

3.07 The Board shall permit the Union to inspect and make copies of minutes, at their expense, of all public meetings of the Board and its committees.

3.08 The Union shall notify the Board in writing of the names of its officers authorized by the Union to represent Occasional Teachers.

ARTICLE 4.0: MANAGEMENT FUNCTIONS

4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.

4.02 All rights not expressly granted to Occasional Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

ARTICLE 5.0: NO STRIKE OR LOCKOUT

5.01 There shall be no strike or lockout during the currency of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the *Labour Relations Act*, as amended.

ARTICLE 6.0: UNION DUES AND ASSESSMENTS

- 6.01 The Board shall deduct for every pay period in which an Occasional Teacher receives pay, union dues and assessments. Dues and assessment deducted in accordance with this Article shall be forwarded to the General Secretary at ETFO, within thirty (30) days of the dues being deducted. ETFO shall inform the Board, from time to time, of the amount of such dues and assessments.
- 6.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, dues and assessments deducted, and the number of days worked by each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form. A copy of this information shall be sent to the Occasional Teachers' Local President within 30 days of the dues being deducted.

ARTICLE 7.0: WAGES

7.01 The Board shall pay rates of remuneration in accordance with the following:

- a) Daily Occasional Teacher

An Occasional Teacher employed as a Casual Occasional Teacher who is certified to teach in the elementary schools in Ontario according to the Ontario Statutes shall be paid a per diem rate which includes four percent (4%) vacation pay calculated as follows:

Effective September 1, 2008 90.7 % of 1/194th of Category A1 Minimum Salary of the salary grid set forth in the Board's most recent collective agreement for elementary teachers as it may be amended from time to time.

Effective September 1, 2009, 93.87 % of 1/194th of Category A1 Minimum Salary of the salary grid set forth in the Board's most recent collective agreement for elementary teachers as it may be amended from time to time.

Effective August 31, 2012, 95.713% of 1/194th of Category A1 Minimum Salary of the salary grid set forth in the Board's most recent collective agreement for elementary teachers as it may be amended from time to time.

The rate of pay which shall include four percent vacation pay will be as follows:

Effective September 1, 2008 the rate of pay is	\$208.78
Effective September 1, 2009 the rate of pay is	\$220.40
Effective September 1, 2010 the rate of pay is	\$227.02
Effective September 1, 2011 the rate of pay is	\$233.83
Effective August 31, 2012 the rate of pay is	\$238.42

In the event that the regular elementary teachers' collective agreement grid is adjusted upward in the future to achieve parity with the regular secondary teachers in the Category A1 Yr. 0 grid cell, the calculation of daily rate will be adjusted from 95.713% of 1/194th of Category A1 Yr. 0 to 93.87% of 194th of Category A1 Yr. 0.

(b) Long Term Occasional Teacher

A Long Term Occasional Teacher shall be paid a per diem rate equivalent to that of a teacher on the salary grid in the Elementary Teachers' Collective Agreement having the same qualifications and experience effective on the tenth (10th) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The rate shall include four percent (4%) Vacation Pay and shall continue to be paid until the expiration of the assignment.

- (c) Under extenuating circumstances, a Long Term Occasional Teacher may miss one of the ten (10) consecutive teaching days without pay and penalty upon permission of the principal for appointments booked prior to commencement of the assignment.

7.02 Effective September 1, 2010 recognized teaching experience for long term occasional teaching assignments, shall include the following:

- (i) All previous teaching experience combined with any long term occasional teaching experience (0.1 teaching experience for each 19 days of long term occasional teaching experience) and daily occasional teaching experience completed with the Superior Greenstone District School Board only after September 1, 2009 (0.1 teaching experience granted for each 38 days of daily occasional teaching experience).
- (ii) When recognized teaching experience totals 50% or more of a school year, the total shall be rounded up to

the next highest integer. No fractions of increments shall be awarded.

- (iii) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.
- (iv) It is the Teacher's responsibility to track their experience and to provide to the Board acceptable documentation.

7.03 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 the Qualifications Evaluation Council of Ontario Programme in the Elementary Teachers' Collective Agreement.

7.04 An occasional teacher shall be paid either a half-day's pay or a full day's pay. An assignment scheduled for one-half day or less shall be compensated at a half-day's pay. An assignment scheduled in excess of one-half day shall be compensated at a full day's pay.

ARTICLE 8.0: METHOD OF PAYMENT OF WAGES

8.01 Subject to subsection 8.02, Occasional Teachers shall be paid by direct deposit as follows:

<u>Pay Date</u>		<u>Period Worked</u>	
September	30	September	1 - 15
October	15	September	16 - 30
October	31	October	1 - 15

November	15	October	16 - 31
November	30	November	1 - 15
December	15	November	16 - 30
January	15	December	1 - 31
January	31	January	1 - 15
February	15	January	16 - 31
February	28	February	1 - 15
March	15	February	16 - 28
March	31	March	1 - 15
April	15	March	16 - 31
April	30	April	1 - 15
May	15	April	16 - 30
May	31	May	1 - 15
June	15	May	16 - 31
June	30	June	1 - 15
July	15	June	16 - 30

8.02 Long Term Occasional Teachers who are required to teach for a period of forty (40) or more consecutive teaching days as substitute for the same teacher shall be paid in accordance with Article 12.01 (Method of Payment of Salary) of the Elementary Teachers' Collective Agreement.

8.03 Each Occasional Teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.

8.04 A statement of earnings indicating the number of days worked during the pay period shall be forwarded to the Occasional Teacher.

ARTICLE 9.0: OCCASIONAL TEACHER ROSTER

- 9.01 The Occasional Teacher Roster shall be broken down by elementary school and shall provide the following information for each Occasional Teacher: i) name, ii) address, iii) telephone number, iv) subjects/ divisions that the Occasional Teacher is qualified to teach, v) preferred grade levels, and vi) availability.
- 9.02 The Board agrees to amend from time to time the composition of the Occasional Teacher Roster so that it reflects those actively seeking occasional teaching assignments.
- 9.03 The Board shall publish and provide the current Occasional Teacher Roster including names, addresses, and schools requested to the Union Local President by the 30th of each month, upon request.
- 9.04 Occasional Teachers shall notify the Human Resources Department of the Board as soon as practicable, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 9.05 Incumbents on the Occasional Teacher Roster shall advise the principal(s) of the school(s) where they wish to teach by September 1st of each school year of their desire to remain on the Occasional Teacher Roster.
- 9.06 An Occasional Teacher who is included on the list shall be available for assignment or shall provide reasonable grounds for refusing such assignment.

9.07 It shall be the responsibility of all Occasional Teachers to provide the Board with a Qualifications Rating Statement and any supporting documents within sixty (60) days of being added to the Occasional Teacher List.

9.08 When filling a daily occasional teaching assignment, the Board shall endeavour to contact all qualified Occasional Teachers on the Occasional Teachers' Roster available for placement at that elementary school prior to filling the assignment with a teacher who is not on the list.

9.09 Occasional Teacher Roster

The board will endeavour to assign daily occasional teaching assignments within each school on a rotational basis subject to the occasional teacher's qualifications, availability and preferences and the operational requirements of the school.

A log book recording such assignments and all calls made to fill assignments shall be kept by the principal or designate of the school. This log book shall be open to inspection by the Local president and /or Occasional Teacher school steward.

ARTICLE 10.0: WORKING CONDITIONS

10.01 Each teacher shall be entitled to a lunch break of forty (40) consecutive minutes free from instruction and supervision duties.

- 10.02 The timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.

ARTICLE 11.0: BENEFITS

- 11.01 Benefit eligibility in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of forty (40) or more consecutive teaching days as substitute for the same teacher.
- 11.02 If the assignment is known in advance to exceed forty (40) consecutive teaching days, benefit entitlement for Long Term Occasional Teachers will commence at the outset of the assignment.
- 11.03 If the assignment is not known to exceed forty (40) consecutive teaching days at the outset of the assignment, benefit entitlement for Long Term Occasional Teachers will commence on the forty-first (41st) day or as soon as it becomes known that the assignment will exceed forty (40) consecutive teaching days.
- 11.04 Long Term Occasional Teachers with benefit eligibility shall be entitled to participate in the Medical Insurance and Dental Benefit plans as set out in Sub-clauses 5 and 6 of Article 25.14 (a) of the Elementary Teachers' Collective Agreement. The Board shall contribute one-hundred percent (100%) towards the premium costs of these benefits.

ARTICLE 12.0: LEAVES OF ABSENCE

- 12.01 Entitlement to Leaves of Absence in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of three (3) or more consecutive months as substitute for the same teacher.
- 12.02 (a) Long Term Occasional Teachers who are required to teach for a period of three (3) or more consecutive months as substitute for the same teacher shall accumulate sick leave credits throughout the long term assignment at the rate equivalent to that set out in the Elementary Teachers' Collective Agreement, prorated for the duration of the long term occasional teaching assignment. At the end of the long term occasional teaching assignment any outstanding sick leave credits will be cancelled except where the Long Term Occasional Teacher secures a permanent teaching position in the same assignment with no break in service.
- (b) Sick leave credits accumulated by a Long Term Occasional Teacher shall be reduced by one (1) full-time equivalent day for each one (1) full-time equivalent day of absence due to illness or injury during the long term occasional teaching assignment. A Long Term Occasional Teacher shall, when required by the Board, 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.

12.03 Bereavement Leave

For death in the immediate family a Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as substitute for the same teacher shall be permitted to be absent without loss of pay or benefits or of sick leave credits for a period of up to but not exceeding five (5) school days. When used herein, immediate family includes father, mother, father-in-law, mother-in-law, spouse (which includes common-law or same sex relationships), son, daughter, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, legal guardian, son-in-law, daughter-in-law. The first such day is to be within two days of the day of death.

12.04 Personal Leave Day

Each Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as substitute for the same teacher shall be allowed one (1) personal leave day per each 3-month period of the long term teaching assignment to a maximum of three (3) days per year. The day is to be taken with the approval of the Principal.

12.05 Medical Quarantine

Absence without loss of salary, sick leave credits, benefits or experience shall be granted a long term occasional teacher for a period of quarantine, when declared by the Medical Officer of Health or designate.

12.06 Jury/Witness Duty

Absence without loss of salary, sick leave credits, benefits, or experience shall be granted a long term occasional teacher for Jury Duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

12.07 Adverse Weather Conditions

- a) Under adverse weather conditions an Long Term Occasional Teacher shall make an individual decision on the matter of whether it is safe to travel to work. A Long Term Occasional Teacher who is unable to reach his/her school may, instead, travel to the nearest elementary school and perform the duties assigned by the Principal of that school.
- b) Where a personal decision is made to remain at home, the Long Term Occasional Teacher shall report this decision to his/her Principal immediately and provide reason(s) thereof. In this case, the Long Term Occasional Teacher shall be granted a leave of absence without pay or may use his/her Personal Leave Day if it is available.
- c) Where a long term occasional teacher is prevented from traveling from his/her principal residence to his/her school by a road closure the teacher shall suffer no loss of salary, benefits, experience or sick leave.

12.08 Pregnancy and Parental Leave

- a) Pregnancy and parental leaves shall be in accordance with the *Employment Standards Act*.
- b) The Long term Occasional Teacher shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory portion of the leave the Teacher shall pay 100% of the premium costs and shall not accumulate sick leave credits or teaching experience.
- c) Subject to the approval of Canada Customs and Revenue Agency, the Board will pay the long term occasional teacher who qualifies for pregnancy/parental leave as outlined in this article the equivalent of 100% of the teacher's salary for the two (2) week waiting period. Weekly salary is calculated as follows: Annual Grid salary plus allowances divided by 194 days multiplied by 5.
- d) For pregnancy leave only, the Board will pay a Supplementary Employment Benefit (SEB) for the Members eligible for E.I. The top-up will provide the difference between what an employee receives from E.I. and her regular wage for a maximum of a six (6) week period. To receive pay, the Member must provide the Board with verification of the approved E.I. claim, indicating the amount of E.I. paid to the Member. The top-up payment from the Board will be payable to the Member only for those days during the six (6) week top-up period which fall on regular school days (maximum thirty (30) days).

If not eligible for E.I. the Member will be entitled to regular compensation from her sick leave bank, if requested, for a

maximum of thirty (30) work days (or as otherwise determined by medical evidence).

ARTICLE 13.0: SERVICES NOT REQUIRED and LATE CALLS

- 13.01 The Principal or designate shall give a minimum of one and one half (1.5) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without the one and one half (1.5) hours notice, the Occasional Teacher shall be paid for one-half day and may be assigned duties by the Principal or designate for that one-half day.

ARTICLE 14.0: PROFESSIONAL ACTIVITY DAYS

- 14.01 The Board shall provide information to the Union President about the professional development activities provided by the Board.
- 14.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 14.03 A Long Term Occasional Teacher will be paid for a Professional Activity Day that falls within that assignment and will be required to participate in the scheduled professional activity sessions.
- 14.04 An Occasional Teacher may attend on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Request to attend shall be in writing to the Principal at least five (5) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.

ARTICLE 15.0: HEALTH AND SAFETY

- 15.01 Health and Safety shall be governed by the applicable provisions of the *Occupational Health and Safety Act*.
- 15.02 Training required by the *Occupational Health and Safety Act* shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee.

ARTICLE 16.0: MEDICAL PROCEDURES

- 16.01 No Occasional Teacher shall be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject the Occasional Teacher to risk of injury or liability for negligence. An Occasional Teacher shall respond to a medical emergency involving pupil(s) in a responsible manner. No Occasional Teacher shall be required to physically examine pupils for pediculosis.

ARTICLE 17.0: DISCRIMINATION / HARASSMENT

- 17.01 The parties agree to comply with their obligations under the *Ontario Human Rights Code*.

ARTICLE 18.0: LONG TERM OCCASIONAL TEACHER CLASSROOM EVALUATION

- 18.01 This Article shall apply only to Long Term Occasional Teachers who are required to teach for a period of three (3) or more consecutive months as substitute for the same teacher.
- 18.02 All evaluations as defined in this Agreement shall be conducted in accordance with this Article.
- 18.03 "Evaluation" shall mean an assessment of a Long Term Occasional Teacher's classroom performance by the Principal which shall be placed in the Occasional Teacher's file.
- 18.04 The evaluation report shall be made in writing and signed by both the evaluator and the Long Term Occasional Teacher concerned. The evaluation shall be made only upon prior notice of no less than three (3) school days to the Long Term Occasional Teacher involved. The Long Term Occasional Teacher may request that he/she be observed in other situations within the Long Term Occasional Teacher's assignment.
- 18.05 The evaluation report shall be made available to the Long Term Occasional Teacher within fifteen (15) school days of the evaluation.
- 18.06 The Long Term Occasional Teacher shall be given forty-eight (48) hours to sign the report and to add his/her own comments. The Long Term Occasional Teacher's

signature shall indicate only that the Long Term Occasional Teacher has read the evaluation report.

- 18.07 An evaluation report which states that the Long Term Occasional Teacher's classroom performance is unsatisfactory shall outline the reasons and specific recommendations for improvement in order to achieve satisfactory classroom performance. The Principal shall provide appropriate assistance to the Long Term Occasional Teacher and, where necessary, arrange for assistance for the Long Term Occasional Teacher from within and/or outside the teaching staff. Under such circumstances, a subsequent evaluation shall be made on these specific recommendations after a reasonable time for improvement. Reasonable time is in excess of two (2) weeks. In the event of continued unsatisfactory performance, the Principal shall inform the teacher in writing that, unless a further evaluation shows satisfactory performance, a recommendation for dismissal will be made. That further evaluation will be made after a reasonable time of not less than two (2) weeks.
- 18.08 Before making a written recommendation for dismissal of a Long Term Occasional Teacher covered by the Article because of incompetence, the Principal or Director shall comply with 19.07.

ARTICLE 19: PERSONNEL FILES

- 19.01 All Occasional Teachers shall have access to their personnel files maintained by the Board. Occasional Teachers shall have the right to make copies of any material contained in such file.

- 19.02 Occasional Teachers shall receive copies of any materials placed in their personnel files.
- 19.03 An Occasional Teacher who believes that a document in his/her personnel file contains inaccuracies or errors may append to the document a notice setting out the Occasional Teacher's corrections. Where the Board agrees with the Occasional Teacher that a document is inaccurate, the error will be corrected and the inaccurate document removed from the file.
- 19.04 Letters of discipline shall be removed from an Occasional Teacher's personnel file following two years of active employment during which no further discipline was received by the Occasional Teacher.

ARTICLE 20.0: DEMOTION & DISMISSAL

- 20.01 No non-probationary Occasional Teacher shall be disciplined or discharged without just cause. The employment of probationary Occasional Teachers may be terminated for any reason provided that the Board does not act in bad faith.

ARTICLE 21.0: JOB VACANCIES: ELEMENTARY TEACHING POSITIONS

- 21.01 All qualified Occasional Teacher applicants to Board-advertised teaching positions in its elementary schools shall be considered.
- 21.02 The Board agrees to post internally notices of vacancies in

Long Term occasional positions known from the outset to be in excess of one month which occur during the school year. Such posting shall be for five (5) days and a copy shall be provided to the Bargaining Unit President.

ARTICLE 22.0: GRIEVANCE / ARBITRATION PROCEDURE

22.01 Definition:

- a) A “grievance” shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, between the Occasional Teacher, group of Occasional Teachers or the Union and the Board.
- b) A “party” shall be defined as:
 - i) The Union;
 - ii) the Board.
- c) “Days” shall mean school days unless otherwise indicated.
- d) The “grievor” shall be defined as the party initiating the grievance.

22.02 Informal Stage:

Prior to initiating a formal grievance, Occasional Teachers are encouraged to attempt to resolve the problem through informal discussion with their Principal.

22.03 Formal Stage

Step 1

- a) The Union, at the written request of an Occasional Teacher or group of Occasional Teachers desiring to submit a grievance and with the approval of the Union, shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and signed by the grievor(s) and/or the Union as the case may be and shall deliver the same simultaneously to the Principal within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the Occasional Teacher ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- b) The Principal or designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The Principal or designate shall forward the written decision to the Union within five (5) days of such meeting.

Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or the Union shall submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the grievor(s) and the Union representative(s) within ten (10) days

from the receipt of the grievance. The Director or designate shall forward a written decision to the Union within five (5) days of such meeting.

Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) working days of receipt of the response as follows:

- a) Arbitration: When both parties agree, a grievance may be submitted to a single arbitrator. Notification shall be provided in writing to the other party indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any Occasional Teacher(s) affected by it.
- c) Board of Arbitration: When either parties requests that a grievance be submitted to a Board of Arbitration, the request shall be conveyed in writing to the other party indicating the name of an appointee to the Arbitration Board. The recipient of the notice shall within five (5)

working days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

- d) Decision of the Board of Arbitration: An Arbitration Board shall give a decision within thirty (30) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- e) Powers of the Board of Arbitration: An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the *Labour Relations Act*.
- f) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the Chair of the Arbitration Board.
- g) 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 not be filed where the subject matter of the grievance could have been filed as an individual

grievance. Such policy grievance shall be presented at Step 2 to the Union or the Director of Education and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when the Union or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

h) Grievance Mediation:

- a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- b) The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

i) Other:

- a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.

- b) If the grievor or the Union fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievor may submit his/her grievance to the next step of the procedure.
- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- d) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- e) There shall be no reprisals of any kind taken against any Occasional Teacher because of the Occasional Teacher's participation in the grievance or arbitration procedure under this Agreement.

ARTICLE 23.0: FEDERATION BUSINESS

23.01 Absence without loss of salary, sick leave credits, benefits or experience shall be granted according to the following:

- a) At the request of the Local Executive, the Principal shall grant an Occasional Teacher a leave of absence to permit punctual attendance at ETFO workshops and

meetings. Leave of absence granted under this section will not exceed in the aggregate, fifty (50) days during the school year.

- b) ETFO shall reimburse the Board for any replacement costs (occasional teachers' salary and benefits, CPP, EI, EHT, WSIB) incurred by the Board in granting the leaves.

ARTICLE 24.0: DURATION AND RENEWAL

- 24.01 This Agreement shall have effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, in accordance with the timelines delineated in the *Ontario Labour Relations Act*, 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*.
- 24.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 25.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 24.03 The party giving notice of a desire to negotiate amendments shall furnish the other party with information concerning the nature of any amendments it seeks, at least five (5) days before negotiations commence.



DATED AND SIGNED,

THIS 30th DAY OF May, 2009 AT Marathon, ONTARIO.

SIGNING FOR THE BOARD:

**SIGNING FOR THE ETFO
OCCASIONAL TEACHERS,**



CHAIR OF THE BOARD



EXECUTIVE ASSISTANT, ETFO



CHAIR OF THE BOARD
Negotiating Committee



CHAIR OF THE OCCASIONAL
TEACHERS' NEGOTIATING
COMMITTEE, ETFO

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

The Board recognizes and appreciates the efforts of its Occasional Teachers in providing extra-curricular activities for students. The Board believes that extra-curricular activities should remain voluntary and has no intention to treat them otherwise.

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

To assist Occasional teachers in their assigned duties the Board agrees to encourage each Principal to develop an Occasional Teacher's handbook for each school.

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

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.