

COLLECTIVE AGREEMENT

between

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

representing

**THE LOCAL E.T.F.O.
OCCASIONAL TEACHERS EMPLOYED
IN THE ELEMENTARY PANEL
(hereinafter called the "Union")**

and

**KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")**

Effective from

01 September 2004

to

31 August 2008

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ARTICLE 1 **PURPOSE**

1.01 It is the purpose and intent of the Parties to set forth in this Collective Agreement fair and reasonable terms and conditions of employment and to provide for the prompt and equitable disposition of grievances. This Collective Agreement represents the entire negotiated Collective Agreement between the Parties.

ARTICLE 2 **SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the exclusive bargaining agent for every Occasional Teacher who is on the Employer's 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 an "Occasional Teacher" 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 thirteen (13) or more consecutive Teaching Days as a substitute for the same teacher.

Effective 01 September 2006 amend thirteen (13) days to twelve (12) days. Effective 01 September 2007 amend to eleven (11) days.

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 who are members in good standing with the Ontario College of Teachers and 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 "SEMS" means the Board's Substitute Employee Management System.

3.07 "Teaching Days" shall mean Instructional Days and Professional Activity Days for which they are required to attend in the elementary panel.

3.08 "Union" shall mean the Elementary Teachers' Federation of Ontario

3.09 "Local" shall mean the Elementary Teachers' Federation of Ontario, Kawartha Pine Ridge Occasional Teacher Local.

ARTICLE 4 **UNION REPRESENTATION**

4.01 The Union shall notify the Board in writing of the names of persons elected to office in the union and of persons authorized by the Union to represent Occasional Teachers in a particular unit (superintendency) on behalf of the Union (Occasional Teacher Stewards).

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

ARTICLE 5 **UNION DUES AND ASSESSMENTS**

5.01 The Employer 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 within thirty (30) days of the dues being deducted. The Union shall inform the Employer from time to time, of the amount of such dues and assessments.

5.02 Upon the direction of the Local Federation Executive, the Board agrees to deduct the appropriate levy from Occasional Teachers and submit it to the Local Federation. The union agrees to provide sixty (60) calendar days notice to the Board, but such levy will not apply retroactively.

5.03 The Union shall indemnify and hold the Employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.

5.04 The Board shall provide the Union, by September 15, each year, a letter stating the total number of days of elementary casual and long term occasional teaching days for the previous school year.

5.05 The Income Tax Slips (T-4), provided each year by the Employer, shall indicate the amount of dues paid by each Occasional Teacher during the previous year.

ARTICLE 6 **RIGHTS AND RESPONSIBILITIES**

6.01 Save and except to the extent specifically modified or curtailed by any provisions(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and the Union agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the Province of Ontario.

6.02 Obligation

The Employer agrees that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under the Collective Agreement or participates in the activities of the Union.

6.03 Just Cause

- (a) No Occasional Teacher who has successfully completed his/her probationary period shall be discharged, demoted or disciplined except for just cause. Such cause shall be provided to the Occasional Teacher in writing within five (5) calendar days from the time the Occasional Teacher is informed of any such action.
- (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 about the nature of the meeting. In addition, if no meeting has been called, the Occasional Teacher can request such a meeting and is entitled to Union representation at such meeting.

6.04 Personnel File

An Occasional Teacher, upon written request, shall have access to that teacher's personnel file in the presence of a supervisory officer or designate. The Occasional Teacher shall have the right to obtain copies. The Employer will cover the cost of such copies. An Occasional Teacher shall have the right to place material in the teacher's personnel file in response to any adverse materials.

6.05 Statistics

Upon written request submitted at least ten (10) working days in advance, the Employer shall provide the Union with data relevant to the negotiations and administration of this Collective Agreement. With

regard to any information provided to the Union concerning its members, either individually or collectively, the Union shall save the employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The Union agrees to maintain all information as confidential information to be used with discretion and solely for the purpose of representing its members.

6.06 Copies of Collective Agreement

The Employer shall provide each Occasional Teacher with a copy of the current Collective Agreement at the Employer's expense.

6.07 The Employer shall provide to any newly hired Occasional Teachers an information package to be supplied by the Union.

ARTICLE 7 **OCCASIONAL TEACHER LIST**

7.01 There shall be a maximum of five hundred (500) Occasional Teachers on the Occasional Teacher List. If the Superintendent of Human Resources or Designate determines that the number of Occasional Teachers available does not meet the needs of the Employer, additional Occasional Teachers may be added to the list to a maximum of fifty (50) following consultation with the president of the Occasional Teacher Local. The Employer will also consult with the president of the Occasional Teacher Local about the duration for employing the additional Occasional Teachers. It is understood that Occasional Teachers on long term assignment, leave of absence or who have a regular part time teaching assignment with a school board, shall not be counted as part of the maximum.

7.02 The Employer shall furnish to the Union on or about September 30th and on or about January 31st of each school year a List of Occasional Teachers who are available for occasional teaching assignments in elementary schools. The list shall provide the following information for each Occasional Teacher; full name, telephone number, address, subjects/divisions/grades that the Occasional Teacher is qualified to teach, number of days or specific days of the week the Occasional Teacher is available to work and specific schools where the Occasional Teacher has been assigned.

7.03 (a) Occasional Teachers on the list shall be available to teach a minimum of twenty (20) full time equivalent days in each school year and in a minimum of five (5) of the Board's Elementary schools. Notwithstanding, Occasional Teachers on pension who are restricted by statute in relation to maximum number of teaching days, shall not be required to declare their availability beyond the statutory limit.

- (b) No Occasional Teacher's name shall be removed from the List because of unavailability due to pregnancy, long-term illness, or federation leave or other reason acceptable to the Superintendent of Human Resources or designate. Any Occasional Teacher who requests an absence of up to one year for study, in writing to the Human Resources Department, shall be granted an inactive status. At the end of the inactive status period, the Occasional Teacher shall be expected to be available for assignment as per the Collective Agreement.
- (c) Teachers hired on a temporary basis will be given first consideration when hiring is necessary for the permanent Occasional Teacher List.

7.04

- (a) It is the responsibility of the Occasional Teacher to keep the Employer informed of the following additions or changes to:
 - i) name;
 - ii) address;
 - iii) telephone number;
 - iv) number of schools willing to teach, minimum of five (5)
 - v) qualifications or subjects to teach;
 - vi) resignation or deletion from list; and
 - vii) banking information required for Direct Deposit payment
- (b) The Occasional Teacher shall put any additions or changes in writing, addressed to the Human Resources Department.

7.05

To be eligible for inclusion on the Occasional Teacher List, the individual must be in good standing with the Ontario College of Teachers with preference to those having qualifications to teach at the elementary level. All Occasional Teachers must submit proof of current membership/Certificate of Qualifications from the Ontario College of Teachers and other documentation as required by the board.

7.06

An Occasional Teacher who is included on the Occasional Teacher List shall make themselves available for assignment or upon request provide reasonable grounds for refusing such assignment. The following are considered reasonable grounds for refusing an assignment:

- 1) illness
- 2) working with another board

- 3) not comfortable with assignment
- 4) reassignment with our Board
- 5) personal
- 6) sick child/dependent
- 7) professional appointment
- 8) court leave
- 9) examination/graduation self
- 10) executive business
- 11) travel time
- 12) inclement weather

An Occasional Teacher who refuses four (4) assignments within a period of twenty (20) school days and does not provide reasonable grounds for refusing such assignments or who cannot be contacted for assignment during a period of twenty (20) school days shall be deemed to have resigned and shall have their name removed from the Occasional Teacher List. An Occasional Teacher whose name is removed from the List shall be notified in writing.

7.07 Records of calls made from SEMS to each Occasional Teacher will be logged and made available to the Union upon request.

7.08 Where an Occasional Teacher fails to maintain membership or where membership is revoked by the Ontario College of Teachers, that Occasional Teacher's employment as a certified Occasional Teacher shall be terminated.

ARTICLE 8 **LONG TERM OCCASIONAL JOB VACANCIES**

8.01 Information contained in postings for vacant teaching positions and Long Term Occasional teaching positions will be recorded and available on the employment opportunities section of the Board's website and on the internal email system. Each school with internet access will make available a computer for use for Occasional Teachers.

8.02 A vacancy which will entail the hiring of a Long Term Occasional Teacher and which is known to be three months or longer in duration will be posted in all elementary schools at least three (3) working days prior to the closing date for application. A copy of the posting shall be forwarded to the President of the Local.

Effective 01 January 2006, where a known vacancy for a Long Term Occasional position occurs, the Employer will post the vacancy on the employment opportunities section of the Board's website and on the internal email system. A minimum of four (4) business days will be given for Occasional Teachers to submit their applications.

8.03 An Occasional Teacher who is currently teaching in a long term assignment that has not concluded by the commencement date of the assignment posted in accordance with Article 8.02, shall not be eligible to apply for another long term position.

8.04 All qualified and eligible Occasional Teacher applicants shall be granted an interview. However, when more than three (3) Occasional Teachers apply, principals may 'from resumes' short-list to a minimum of three (3) candidates for interview purposes

8.05 For pre-determined Long Term Occasional assignments the Employer shall provide the Long Term Occasional Teacher with a letter stating the commencement date of the assignment and the expected termination date. If the assignment is terminated prior to the expected termination date the Employer shall give the Occasional Teacher five (5) days notice or five (5) days pay in lieu of notice. Should the Occasional Teacher decide to terminate their assignment, they shall provide the Board with five (5) days notice.

8.06 Where an Occasional Teacher is called for an assignment, which then becomes a Long Term Assignment, the Occasional Teacher shall be given consideration in the hiring for that particular assignment.

ARTICLE 9 **JOB VACANCIES FOR ELEMENTARY TEACHING POSITIONS**

9.01 The Employer will consider the written applications from Occasional Teachers who have completed two or more successful Long Term Assignments, and are currently on the Occasional Teacher List who are interested in full-time or part-time regular employment prior to considering the applications of external candidates. Notwithstanding the above, this article will not apply for specialist positions as identified under the Education Act and its regulations.

ARTICLE 10 **PROBATIONARY PERIOD**

10.01 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 thirty (30) days worked as an Occasional Teacher. In the event of the discharge of a Probationary Occasional Teacher, the single Arbitrator or the Board of Arbitration shall apply a lesser standard than would apply to an Occasional Teacher who has completed the probationary period.

ARTICLE 11 **RATES OF PAY**

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

11.02 a) The rate of pay shall be as follows:

Column A	Column B	Column C
Effective Date:	Divisor for Category A, Year 0 of Teacher Collective Agreement	Daily Rate as calculated from column B
01 September 2004	1/208.71	\$168.28
01 September 2005	1/198.93	\$180.08
01 September 2006	1/198.93	\$183.68
01 February 2007	1/198.93	\$185.52
01 September 2007	1/198.93	\$188.86
01 February 2008	1/198.93	\$191.50

b) 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 thirteenth (13th) consecutive day of teaching and retroactive to the first day the teacher began the long-term assignment.

Effective 01 September 2006 amend thirteen (13) days to twelve (12) days. Effective 01 September 2007 amend to eleven (11) days.

- c) Long term occasional teaching experience acquired prior to 01 September 2006 will be recognized for grid purposes. Effective 01 September 2006 experience credit for long term occasional and daily teaching experience with the Board (acquired after 01 September 2006), shall be recognized such that twenty (20) full time equivalent days of accumulated experience shall equate one-tenth of a year of credit.

11.03 Casual Occasional Teachers shall be paid every two weeks by direct deposit into the bank, trust company or credit union account designated by the teacher, provided that the institution is capable of a 24 hour transfer to an Occasional Teacher's account.

11.04 Effective 01 January 2006, or at a time when the Board's HR Online system is available from the internet, which ever comes later, the statement of earning and deductions will be available to employees through the Board's HR Online system only. Employees will then be able to print their own paper copy. Each school with internet access will make available a computer for use for Occasional Teacher's.

11.05 Upon request the Record of Employment certificates will be issued for Casual Occasional Teachers.

11.06 Category Definitions and Teacher Qualifications

(a) Teacher category placement on the Salary Grid shall be according to the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Program Four as of September 1, 1994.

(b) Effective September 1, 2003, teacher category placement on the Salary Grid shall be in accordance to the Qualification Evaluation Council of Ontario (Q.E.C.O.) Program Four or Five.

It shall be incumbent upon the teacher to provide valid documentation from Q.E.C.O. for category placement.

11.07 It shall be the responsibility of the Occasional Teacher to provide the Board with a Qualifications Rating Statement and any supporting documents prior to June 30 for retroactive adjustment to the first day of the first long term assignment of the current school year.

ARTICLE 12 **WORKING CONDITIONS**

12.01 It is understood that a Casual Occasional Teacher shall be offered an assignment of one-half (1/2) day or a full day.

- 12.02 Each Occasional Teacher shall have available a daily lunch period of not less than forty (40) uninterrupted and consecutive minutes free from supervision, teaching, or other assigned duties.
- 12.03 The Employer shall provide to the principal of each elementary school under the jurisdiction of the Board a copy of this Collective Agreement.
- 12.04 Effective the date of ratification by both parties, the timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced. In the case of casual supply, normally that will not include yard duty prior to the commencement of class on the first morning of an assignment or prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.
- 12.05 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 Employer's procedure, reimbursement at the Employer's current per kilometer rate and the same travel time as provided for the teacher being replaced.
- 12.06 The Employer shall not require any Occasional Teacher to perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject the Occasional Teacher to risk, injury or liability for negligence.
- 12.07 When a Professional Development Day falls within a Long Term Occasional Assignment, the occasional teacher shall be paid for that day provided they participate in the activities for the day and it shall be considered as part of the current assignment. A Professional Development Day shall not interrupt the continuity of an Occasional Teacher assignment.
- 12.08 When an Occasional Teacher accepts a pre-arranged daily assignment such assignment will not be cancelled by the Occasional Teacher within a twenty-four (24) hour period preceding the commencement of the assignment in order to accept a different daily assignment unless agreed to by the Board.
- 12.09 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

long term teaching assignment.

ARTICLE 13 **SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE**

- 13.01 In the event of the cancellation of any pre-arranged assignment, the Employer shall give a minimum of two (2) hours' notice. Should cancellation of a pre-arranged assignment occur without two (2) hours' notice, and the Casual Occasional Teacher reports to work, then one-half (½) day of other teaching duties will be assigned for which the teacher will be paid.
- 13.02 In the event of an early dismissal of school for emergency reasons the Casual Occasional Teacher will be paid for the remainder of the assignment.
- 13.03 A Casual Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided that the Occasional Teacher arrives within a reasonable time of receiving such late request.

ARTICLE 14 **EVALUATION**

- 14.01 An evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher. Such evaluation shall be made only upon reasonable prior notice to the Occasional Teacher involved. A meeting shall be held to discuss the evaluation at the request of either party.
- 14.02 The Occasional Teacher shall be given an opportunity to initial or sign the evaluation and to make written comments if so desired. This opportunity shall occur before anyone other than the Occasional Teacher and the evaluator sees the evaluation. Initials or signature indicates only that the Occasional Teacher has read the evaluation.
- 14.03 A Long Term Occasional Teacher whose assignment is longer than three (3) months may request an evaluation by a Principal. Such a request must be made by the Occasional Teacher no later than ten (10) days prior to the end of the long term occasional assignment. Notwithstanding the above, an evaluation of an Occasional Teacher on a long term occasional teaching assignment can be completed at any time if mutually agreed upon between the Principal and the Occasional Teacher.

ARTICLE 15 **BENEFITS**

- 15.01 Effective the first day of the month following the date of ratification a Long Term Occasional Teacher employed for a specific term of three (3) months or more may enrol in the Extended Health Care Plan. Such Occasional Teacher must notify the Human Resources Department of the Board of his/her intention to enrol in the Plan within twenty (20) days of becoming eligible. The Employer will pay 100% of the premium cost for Occasional Teachers who enrol in the Plan.
- 15.02 Effective the first day of the month following date of ratification, subject to eligibility requirements established by the carrier, any Occasional Teacher who has completed one (1) year of service with the employer may participate in the benefits package contained in the Elementary Teacher Collective Agreement limited to extended health, vision care, semi-private care and dental benefits, provided the Occasional Teacher pays 100% of the appropriate annual costs according to procedures determined by the Employer. The Employer reserves the right to establish a separate group for Occasional Teachers with premiums determined on the basis of participants in the group.
- 15.03 Effective 01 January 2006, subject to eligibility requirements established by the carrier, any Occasional Teacher who has been on the Occasional Teachers' List for at least one (1) year may participate in the Employee Assistance Program (EAP), provided the Occasional Teacher participates in either the extended health or dental benefits outlined in article 15.01 and providing the employee pays 100% of the appropriate annual cost according to procedures determined by the Employer.

ARTICLE 16 **SICK LEAVE**

- 16.01 (a) Each Occasional Teacher on a Long Term assignment shall be granted a prorated number of days for sick leave. The number of sick leave days shall equal the total number of days on the assignment divided by ten (10). Such leave will be credited at the end of each month of the assignment.
- (b) Unused sick leave credits will be carried over from one extended occasional teaching assignment to another within each school year but they will not be carried over from one school year to another.
- 16.02 Leave taken under this article shall not be considered a break in service.

ARTICLE 17 **LEAVE OF ABSENCE**

17.01 Subject to approval of the Superintendent of Human Resources or designate, an Occasional Teacher may have his/her name removed from the Occasional Teacher List for a period up to and including one (1) school year. The Occasional Teacher must send in a request in writing or electronically in advance of the period of unavailability, including the duration of unavailability to the Human Resource Department. Unless otherwise requested by the Occasional Teacher, the Occasional Teacher's name shall be returned to the list at the end of the leave.

17.02 In the event the Occasional Teacher is going to be unavailable for a period of two (2) consecutive weeks or more during the school year, written or electronic notification in advance of the period of unavailability, including the duration of the unavailability must be supplied to the Human Resource Department.

ARTICLE 18 **OTHER LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS**

18.01 Quarantine Leave

Quarantine leave without loss of pay shall be granted to a Long Term Occasional Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

18.02 Jury or Witness Leave

Leave without loss of pay shall be granted to a Long Term Occasional Teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Employer any fee, exclusive of traveling and driving expenses, that the teacher receives as a juror or as a witness.

18.03 Personal Leave

A Long Term Occasional Teacher may be granted two (2) days leave of absence without pay during the term of the Occasional Teacher's assignment for the purpose of attending to personal needs. Arrangements for such leave shall be made with the Principal.

18.04 Bereavement Leave

a) Leave of absence without loss of pay shall be granted to a Long Term Occasional Teacher to a maximum of three (3) working days in the case of the death of an immediate member of his/her

family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchildren.

- b) Leave of absence without loss of pay shall be granted to a Long Term Occasional Teacher to a maximum of one (1) working day to attend the funeral of a grandparent, aunt, uncle, niece, or nephew.
- c) At the discretion of the Superintendent of Human Resources, up to two (2) additional working days may be granted to meet the exigencies of distance and special circumstances.

18.05 Leave taken under this article shall not be considered a break in service.

ARTICLE 19 **PREGNANCY/PARENTAL LEAVE**

19.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act which is subject to amendment from time to time.

ARTICLE 20 **GRIEVANCE PROCEDURE**

20.01 Definition

- a) A “grievance” is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) “days” shall mean regular work days unless otherwise indicated.

20.02 An Occasional Teacher shall have the right to have present a representative from the Union to assist the Occasional Teacher at any stage in this grievance procedure.

20.03 Procedure

Informal Stage

Any dispute to be recognized as a grievance must first be brought to the attention of the Principal or immediate Supervisor within twenty (20) days of the time when the Occasional Teacher should reasonably be expected to be aware of the relevant facts. The grievor, with or without Union representation, shall discuss the matter with the

Principal or immediate Supervisor in an attempt to resolve the matter informally. The Principal or immediate Supervisor shall give a decision in writing (with a copy to the Union) within ten(10) days of the date that the matter was brought to the Principal's or immediate Supervisor's attention.

Step One

If the decision of the Principal or immediate Supervisor is not acceptable to the Occasional Teacher, the Occasional Teacher may file a formal grievance, in writing, within ten (10) days of receipt of the decision from the Principal or immediate Supervisor to the Superintendent of Human Resources, or designate.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of the Local and the Occasional Teacher concerned.

The Superintendent of Human Resources, or designate, shall reply in writing within ten (10) days of receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Local may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the ETFO's Grievance Committee within ten (10) days of receipt of the written request of ETFO to discuss and endeavour to solve the problem.

The Employer's Grievance Committee shall answer the grievance, in writing within ten (10) days of the meeting.

20.05 If the reply of the Employer's Grievance Committee is unacceptable to the Union, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

20.06 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 (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. 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.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any Occasional Teacher or employer 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 Collective Agreement.

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

- 20.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.
- 20.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- 20.09 Should the processing or investigation of a grievance require that a grievor or the Local representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resources or designate.
- 20.10 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.

- 20.11 Where an Occasional Teacher has received a termination notice, the Occasional Teacher may file a grievance at Step 1 within ten (10) school days of written notice of termination.
- 20.12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.
- 20.13 Grievance Mediation
- The parties may agree to use a grievance mediator in order to attempt to resolve issues that have been through the grievance procedure and prior to arbitration.
- The cost of the mediator will be shared between the Employer and the Union on a fifty-fifty (50/50) basis.

ARTICLE 21 **STRIKE AND LOCKOUT**

- 21.01 There shall be no strike or lockout during the term of the Collective Agreement. The terms “strike” and “lock-out” shall be as defined in the Labour Relations Act.

ARTICLE 22 **DURATION AND RENEWAL**

- 22.01 This Collective Agreement shall be in effect from 01 September 2004 to 31 August 2008 and from year to year thereafter unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to bargain with a view to renewal, with or without modifications of the Collective Agreement then in operation.
- 22.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to 22.01 or within such further period as the parties agree upon.

ARTICLE 23 **LABOUR MANAGEMENT COMMITTEE**

- 23.01 The Employer and the Union jointly shall establish the Elementary Occasional Teachers’ Consultation Committee. The Committee shall have as its members up to three (3) members appointed from the Employer’s staff and up to three (3) members of the Union appointed by the Union. The composition of this Committee may be modified by mutual agreement.
- 23.02 The Committee shall meet at least once a year or as agreed to by the

parties.

23.03 The Committee shall discuss issues of concern to either the Employer or the Union, but shall not consider any matter which is under negotiation or which is the subject of grievance under the grievance procedure of the Agreement.

23.04 The Committee shall be a consultative body and may make recommendations to the parties.

ARTICLE 24 **CORRESPONDENCE**

24.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Superintendent of Human Resources or designate, and from the President of the union or designate unless otherwise specified in this collective agreement.

ARTICLE 25 **PROFESSIONAL ACTIVITY DAYS**

25.01 The Employer shall provide information to the Union about the professional development activities provided by the Board.

25.02 Subject to availability of space an Occasional Teacher may attend, without pay, scheduled professional activity days and/or in-service programs arranged by the Employer.

ARTICLE 26 **OCCUPATIONAL HEALTH & SAFETY**

26.01 The Employer 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.

There will be an Occasional Teacher representative on the Joint Health and Safety Committee in compliance with Section 9 of the Occupational Health and Safety Act, which may be amended from time to time.

LETTER OF UNDERSTANDING

between

**The Kawartha Pine Ridge District School Board
(hereinafter called the “Board”)**

and

**THE LOCAL E.T.F.O. OCCASIONAL TEACHER GROUP
(hereinafter called the “Union”)**

Re-opener on Occasional Teacher Salaries

Should the Government provide additional funding specifically for occasional teacher salaries of up to 0.5% above salary levels in each of the 01 September 2006 and 01 September 2007 agreement years the increase shall be implemented as follows:

- a) If the Province’s tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for 01 September 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.

- b) If the province’s tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for 1 September 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

Such additional percentage increases (maximum 0.5%) shall be applied to the applicable salaries in clause 11.02 for the years commencing 01 September 2006 and 01 September 2007.

Dated at Peterborough, Ontario, this 11th day of January 2006,

FOR THE BOARD

FOR THE UNION

COLLECTIVE AGREEMENT

This Collective Agreement is made this

11 day of January , 2006

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

representing

**OCCASIONAL TEACHERS EMPLOYED
IN THE ELEMENTARY PANEL**

and

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Chairperson of the Board

President, ETFO, Occasional
Teacher Branch

Director of Education

Chief Negotiator