

COLLECTIVE AGREEMENT

Between

**York Region District
School Board .**

-and-

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



September 1, 1998 to August 31, 2000

X

COLLECTIVE AGREEMENT

between

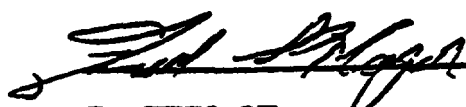
**York Region District School Board
(the "Board")**


- and -

**Elementary teachers' Federation of Ontario-
York Region Elementary Occasional Teachers' Branch
(ETFO-OT)**

The attached agreement has been negotiated by the negotiating team of the York Region District School Board and the Elementary Teachers' Federation of Ontario -York Region Elementary Occasional Teachers', Branch.

me term of the agreement shall be September 1, 1998 to August 31, 2000.


For ETFO-OT


For the Board

. TABLE OF CONTENTS'

ARTICLE	PAGE
A. 1 - PURPOSE	1
A. 2 - RECOGNITION	1
A. 3 - DEFINITIONS	3
A. 4 - TERM OF THE AGREEMENT	4
A. 5 - STRIKES AND LOCKOUTS	5
A. 6 - MANAGEMENT RIGHTS	5
A. 7 - UNION DUES AND ASSESSMENTS	7
A. 8 - GRIEVANCE PROCEDURE	8
A. 9 - INSURED EMPLOYEE BENEFITS	13
A. 10 - PREGNANCY AND PARENTAL LEAVE	15
A. 11 - SALARY	16
A. 12 - OCCASIONAL TEACHER LIST	20
A. 13 - COLLECTIVE AGREEMENT	22
A. 14 - JOB VACANCIES	22
A. 15 - NO DISCRIMINATION	23
A. 16 - BULLETIN BOARDS	24
A. 17 - CALLING OF OCCASIONAL TEACHERS	24
A. 18 - SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS	24
A. 19 - BEREAVEMENT LEAVE	25
A. 20 - JURY DUTY OR SUBPOENA	26
A. 21 - WORKING CONDITIONS	26
A. 22 - PROFESSIONAL ACTIVITY DAYS	22
A. 23 - OCCASIONAL TEACHER - BOARD RELATIONS COMMITTEE	28
A. 24 - PERSONNEL FILES	29
A. 25 - REPORTING PAY	30
A. 26 - HEALTH & SAFETY	30
A. 27 - LEAVE FOR UNION BUSINESS	30
A. 28 - LETTER OF INTENT	31

ARTICLE 1- PURPOSE.,

1.01 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.

ARTICLE 2 - RECOGNITION

2.01 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.

The term "occasional teacher" has the meaning assigned to it by section 1(1) of Bill 160.

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

2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

2.03 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

2

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

Representation

2.04 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..

2.05 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 Branch with a list of its supervisory personnel.

2.03 The members of the Union's negotiating committee, grievance committee or Union Executive shall not leave their regular duties as an Occasional Teachers without first obtaining the permission of the Occasional Teacher's principal and the officer of the Board with whom the committee member wishes to speak. It is understood that the committee members will not absent themselves from their regular duties unreasonably. The Board shall not be obligated to pay a committee member in respect of such

absences, but shall pay the replacement for any such committee member where it determines that a replacement is necessary in respect of any such absences.

2.07 All correspondence between the parties, arising out of this agreement shall pass to and from the Coordinator - Labour Relations or designate, and to and from the President of the Union or designate.

ARTICLE 3 - DEFINITIONS

3.01 "Occasional Teacher" shall mean an Occasional Teacher as defined in section 1 (1) of Bill 160.

3.02 "Long Term Occasional Teacher" shall mean a teacher who is required to teach for a period of sixteen (16) or more consecutive full-time equivalent teaching days as a replacement for one teacher employed under a permanent or probationary contract. All other Occasional Teachers covered by this Agreement are referred to as Short-Term Occasional Teachers.

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

3.04 "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.

3.05 "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.

3.06 "Union" means the Federation of Women Teachers' Associations of Ontario and the Ontario Public School Teachers' Federation, acting jointly.

3.07 "Elementary Teachers" shall mean the elementary teachers, other than occasional teachers, employed by the Board in its elementary panel.

3.08 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

ARTICLE 4 - TERM OF THE AGREEMENT

4.01 This agreement shall be in effect from September 1, 1998, and shall continue in full force up to and including August 31, 2000 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

with fifteen (15) days from giving of notice or unless otherwise mutually agreed upon.

4.02 Either party wishing to amend or add to this Agreement shall give written notice to the other party. The parties shall meet within 30 days of said notification to consider re-opening of this Agreement.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 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.

5.02 Notwithstanding the foregoing, Occasional Teachers may strike and the Board may lock out Occasional Teachers in accordance with the provisions of the *Labour Relations Act*

5.03 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.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 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.

6.02 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 a non-probationary Occasional Teacher for just cause; and suspend with or without pay, remove from the occasional teacher list, discharge or otherwise discipline a probationary occasional teacher for any reason at the sole discretion of the Board.
- (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; and

- (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.
- (e) An Occasional Teacher who has not completed the probationary period shall not have the right to file a grievance.

6.03 Occasional Teachers shall serve a probationary period of forty (40) days taught within the bargaining unit, within a two (2) year period. During the probationary period, an Occasional Teacher shall be considered as being on a trial basis and may be discharged or removed from the Occasional Teacher List at the sole discretion of the Board.

ARTICLE 7 - UNION DUES AND ASSESSMENTS

7.01 The Board shall deduct for every pay period for which an occasional teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary 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.

7.02 The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted, and the number of days worked for each occasional teacher from whose wages the deductions have been made.

7.03 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.

7.04 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.

7.05 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.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 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.

8.02 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.

8.03 Formal Stage

- (a) 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:

(b) Step 1

The complainant may refer such matter on a written grievance form to the Coordinator - Labour Relations 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 Coordinator - Labour Relations and the principal and/or his/her designate and/or the Superintendent of Schools.

(c) 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 Coordinator - Labour Relations to present the grievance to the grievance panel. The grievance panel will be comprised of the Director of Education, the Associate Director and a Superintendent of Schools. If the grievance is not

settled within ten (10) instructional days, it may be referred to arbitration as provided in Article 8.09. When the grievance panel meets to make their decision, no teacher or other participant in the discussion shall be present.

(d) Step 3

if the reply of the management committee is unacceptable, the Union may then apply for arbitration within fifteen (15) days of receipt of the reply.

8.04 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.

8.05 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 article 8.02, shall thereby forfeit all rights under this article.

8.08 Time limits specified in the grievance procedure may be amended by mutual agreement in writing by the parties to the grievance.

8.07 if either party fails to meet any of the stipulated time limits, the non-defaulting party is

not the grievor, the grievance shall be deemed to be dismissed.

8.08 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) The two appointees so selected shall, within ten (10) instruction days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who shall be the Chairman. 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.

(9) 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.

8.09 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.

ARTICLE 9 - INSURED EMPLOYEE BENEFITS

9.01 At the time of signing an agreement accepting a Long Term Occasional Teaching assignment with a term of 16 consecutive full-time equivalent days or more, a Long Term Occasional Teacher may request, in writing, to be enrolled in the Board's employee benefit program. Such benefits will be effective from the date of commencement of the assignment

9.02 In accordance with Article 9.01, 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.

9.03 An Occasional Teacher who worked at least 80 full-time equivalent days as an 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 in accordance with the Board's procedures.

9.04 (a) Each eligible Occasional Teacher shall, not later than August 15 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 9.03; 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) fulfills the conditions set in the previous Articles.

(d) If the Occasional Teacher fails to comply with any of the conditions of Article 9.04, the Occasional Teacher's enrollment 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 9.03.

ARTICLE 10 - PREGNANCY AND PARENTAL LEAVE

10.01 An Employee is entitled to an unpaid pregnancy or parental leave of absence as provided for in the Employment Standards Act.

10.02 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.

10.03 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.

10.04 An occasional teacher may terminate a pregnancy or parental leave and return to work upon providing the Board with one weeks written notice and a medical certificate indicating her ability to return to work.

10.05 An occasional teacher returning from pregnancy or parental leave shall have all rights as per the *Employment Standards Act*.

ARTICLE. 11 - SALARY

11.01 The Board shall pay, in respect of each day of employment with the Board in an Occasional Teaching Assignment, the following rates of pay:

(a) Short Term Assignments

(i) qualified with degrees

effective September 1, 1998 **\$161.55**

(ii) qualified without degrees

effective September 1, 1998 \$145.44

The rates outlined in 11.01 (a) and (b) are inclusive of statutory holiday and vacation pay.

b) Long Term Occasional Teachers

A Long Term Occasional Teacher shall be paid in accordance with the salary grid 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.

11.02 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*.

11.03 In the event of a late settlement between the Board and the Elementary Teachers, increases in rate of pay shall be retroactive to the commencement of the Branch Affiliate Collective Agreement. Retroactive payments will only be made to Occasional Teachers actively on the Occasional Teacher List.

11.04 Occasional Teachers shall be paid bi-weekly through bank deposit on the pay dates specified in

the Boards schedule, provided that the Occasional Teacher submits vouchers in accordance with the pay schedule established by the Board.

11.04.1

The payment shall be deposited at the bank branch of the teachers 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 I), he/she may not receive his/her payment on the regular pay dates as specified in 11.04. 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.

11.05 Recognized teaching experience for the purpose of 11.01 (b) above, shall include the following:

(a) Elementary or secondary school teaching experience in Ontario on a full-time basis 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 at the discretion of the Director.

- (ii) Experience for part of a year will be credited at 1/10th 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 11.05(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 11.05(a)(ii).

11.06 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.

11.07 It shall be the responsibility of the Long Term 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 year.

11.08 In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given two (2) teaching days notice or two (2) days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience, or neglect of duty on the part of the Long Term Occasional Teacher.

11.09 One-half (1/2) of teaching time on any long term occasional assignment shall be counted towards the probationary period if a teacher is offered and accepts a full-time position with the Board while in that long term occasional assignment

ARTICLE 12 - OCCASIONAL TEACHER LIST

12.01 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.

12.02 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.

12.03 It is the responsibility of each Occasional Teacher to notify the Community Education Centre 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.

12.04 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 herself/himself 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 appropriate Community Education Centre staff, in writing or by electronic means if the Board so determines, of the date of commencement of a return from the period of unavailability.

12.05 An Occasional Teacher who does not teach once 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.

12.06 Any Occasional Teacher on the Occasional Teacher List who is contacted three times and either refuses for reasons that are not valid or cannot be reached shall be stricken from the Occasional Teacher List immediately. The Occasional Teacher shall have to requalify under the terms of the collective agreement to be reinstated on the Occasional Teacher List.

12.07 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.

ARTICLE 13 - COLLECTIVE AGREEMENT

13.01 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 Branch.

13.02 The Board shall provide to the principal of each elementary school under the jurisdiction of the Board, a copy of this Collective Agreement.

ARTICLE 14 - JOB VACANCIES

14.01 The Board shall give serious consideration to the written applications filed with the Board by Occasional Teachers interested in permanent assignments.

Occasional Teachers interested in permanent assignments.

14.02 The Board shall endeavour to provide a list of known Long Term Occasional positions on a monthly basis to the President of the Union.

14.03 The Board shall endeavour to advertise any LTO assignments on the Board's voice-mail hotline.

ARTICLE 15 - NO DISCRMNATION

15.01 There shall be no discrimination, interference, restraint or coercion exercised or practiced with respect to any Occasional Teacher because of participating in lawful activities of the Union.

15.02 Similarly, neither the Union nor any teacher shall discriminate against any employee of the Board for his/her participation or non-participation in Union activities or for the performance of his/her professional duties.

15.03 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.

ARTICLE 16 - BULLETIN BOARDS

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

ARTICLE 17 - CALLING OF OCCASIONAL TEACHERS

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

ARTICLE 18 - SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

18.01 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, the administration being vested in the Director of Education.

18.02 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. Sick leave credits will be accumulated and carried up to the end of the school year in which

the Longer Terms Occasional assignment was completed. No sick leave credits will be carried over into the following school year.

18.03 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. Such a teacher shall, when requested 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.

18.04 There shall be no payment made by the Board, other than in accordance with Article 18.03, to any Occasional Teacher in respect of unused sick leave credits accumulated while employed as a Long Term Occasional Teacher.

18.05 An occasional teacher on a long term assignment shall be entitled to the following:

(a) a maximum of 3 days with pay for the observance of religious holy days with no deduction to the sick leave account, and

(b) an additional 2 days with pay for the observance of religious holy days with deduction to the sick leave account.

ARTICLE 49 - BEREAVEMENT LEAVE

19.01 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, or grandparent, brother, sister, mother-in-law, father-in-law.

ARTICLE 20 -JURY DUTY OR SUBPOENA

20.01 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

ARTICLE 21 - WORKING CONDITIONS

21.01 The Board shall endeavour to provide that the time table of the Occasional Teacher shall be structured in the same manner as it would have been for the teacher who is being replaced.

21.02 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.

21.03 Where a Long Term Occasional Teacher substitutes for a teacher who is receiving a travel allowance the Long Term Occasional shall receive, in accordance with the Board's procedures,

reimbursement at the Board's current per kilometer rate.

ARTICLE 22 - PROFESSIONAL ACTIVITY DAYS

22.01 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.

22.02 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.

22.03 An Occasional Teacher not meeting the conditions in 22.01 or 22.02 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.

22.04 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.

ARTICLE 23 - OCCASIONAL TEACHER - BOARD
RELATIONS COMMITTEE .

23.01 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.

23.02 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 meetings at the Committee's discretion. Minutes of the meetings will be at the Committee's discretion but shall be issued at least twice annually.

23.03 The Committee shall discuss issues of concern to either the Board or the Branch.

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

23.05 The Committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.

ARTICLE 24 - PERSONNEL FILES

24.01 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.

24.02 Where a teacher authorizes in writing access to her/his 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-24.02.1 Teachers shall receive copies of any disciplinary or evaluation materials placed in their personnel file in a timely fashion.

24.02.2 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.

24.03 Documents contained in a teacher's personnel file which are of a disciplinary nature shall be removed from the file three (3) years after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action.

24.04 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.

ARTICLE 25 - REPORTING PAY

25.01 An Occasional Teacher who reports for an assignment as a result of a call-out error on the part of the Board shall be paid a half-days pay for reporting for duty.

ARTICLE 26 - HEALTH & SAFETY

26.01 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.

ARTICLE 27 - LEAVE FOR UNION BUSINESS

27.01 The Board shall grant thirty (30) 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.

ARTICLE 28 - LETTER OF INTENT

RE: Call-Out System

The parties agree to meet during the term of this agreement to review the Board's call-out system.

