

COLLECTIVE AGREEMENT

between

THE ELEMENTARY TEACHERS FEDERATION OF ONTARIO

Representing

The Elementary Occasional Teachers Employed by the
Avon Maitland District School Board

and

THE AVON MAITLAND DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

Effective September 1, 2002 to August 31, 2004

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The parties agree that for the period September 1, 1998 to ratification of this Agreement, the terms and conditions of employment shall be in accordance with the last predecessor boards' collective agreements. All terms and conditions of employment in this Agreement shall be implemented effective immediately following ratification, with no retroactivity, unless otherwise specified.

ARTICLE 1 - PURPOSE

1.01 It is the intent of the parties to this Collective Agreement, hereinafter referred to as the "Agreement", to maintain effective working relationships by setting forth certain terms and conditions of employment and to provide a procedure for the settlement of grievances, all of which constitute the entire negotiated Agreement between the parties hereto.

ARTICLE 2 - DEFINITIONS

2.01 "Occasional Teacher" shall mean an occasional teacher as defined in the *Education Act*.

2.02 "Long Term Occasional Teacher" shall mean a teacher who is required to teach for a period of eleven (11) or more consecutive teaching days as a substitute for the same teacher.

2.03 "Casual Occasional Teacher" shall mean an occasional teacher who is employed on any other basis than that set out in 2.02.

2.04 "Board" shall mean the Avon Maitland District School Board and its predecessor boards.

2.05 "Union" shall mean the Elementary Teachers' Federation of Ontario representing the Elementary Occasional Teachers.

2.06 "Local" shall mean the Avon Maitland District School Board Elementary Occasional Teachers' Local.

2.07 "Probationary Occasional Teacher" shall mean those Occasional Teachers with less than forty (40) full-time equivalent days of work as an Occasional Teacher with the Board. Notwithstanding the aforementioned forty (40) full-time equivalent days of work, no Occasional Teacher shall be considered probationary for a period more than two (2) full-time equivalent school years where the Occasional Teacher has worked at least fifteen (15) full-time equivalent days of work in each of those two (2) full-time equivalent school years.

2.08 "Occasional Teacher List" means a list of all teachers who have been accepted by the Board to teach as occasional teachers in the elementary panel.

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

ARTICLE 3 - DURATION AND RENEWAL

3.01 This Agreement becomes effective on September 1, 2002 and shall remain in effect until August 31, 2004 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the *Labour Relations Act*.

3.02 Notwithstanding the period of notice stipulated in Section 59 of the *Labour Relations Act*, either Party may notify the other within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this Agreement.

ARTICLE 4 - SCOPE AND RECOGNITION

4.01 This Agreement shall apply to all Occasional Teachers while employed by the Board in its elementary panel, save and except persons, who when they are employed as substitutes for other teachers, are teachers as defined under the *Education Act* and Collective Agreement between the Board and the Elementary Teachers' Union Local.

- 4.02 The Board recognizes the Union as the bargaining agent for all Occasional Teachers employed by the Board in its elementary school panel.
- 4.03 The Board recognizes the right of the Union and/or Local to authorize members or any other advisor, agent, counsel, solicitor or duly authorized representatives to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement.
- 4.04 The Union and/or the Local recognizes the right of the Board to utilize the services of the Ontario Public School Boards' Association 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 Agreement.
- 4.05 The Union and/or the Local will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 4.06 The Board shall provide a copy of the Agreement to each Occasional Teacher and each Principal of an elementary school. The cost of preparing this Agreement for distribution to Occasional Teachers shall be shared equally between the parties.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration. All rights shall remain exclusively with the Board, except as specifically limited by the provisions of this Agreement. The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Agreement and that it will act in compliance with prevailing statutes and regulations.
- 5.02 Without restricting the generality of the foregoing, the Board's rights shall include:
- (a) the right to hire, assign and direct all Occasional Teachers and to determine requirements for Occasional Teachers;
 - (b) the right to discipline, suspend and discharge for just cause any non-probationary Occasional Teacher,
 - (c) the right to discipline, suspend and discharge at a lesser standard of just cause a Probationary Occasional Teacher for disciplinary reasons, lack of competence, or for failure to meet required teaching standards; and,
 - (d) the right to make and alter policies, regulations and procedures to be observed by Occasional Teachers that are not inconsistent with provisions set out herein.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 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 *Labour Relations Act*.
- 6.02 No Occasional Teacher shall be requested or required to perform the duties of any other Occasional Teacher or Board employee who is engaged in a strike.

ARTICLE 7 - UNION RIGHTS AND RESPONSIBILITIES

7.01 No Discrimination

No Occasional Teacher shall be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as these are defined in the *Human Rights Code, R. S.O. 1990, Chap. H-19 as amended*, or because of participation in the activities of, or membership in, the Union.

7.02 **Performance Evaluation**

The Board agrees to consult with the Union regarding the development of a performance evaluation process for Occasional Teachers. The Board agrees to follow the evaluation procedures developed. The Board agrees to consult with the Local on changes to the procedures, as may occur from time to time. Evaluations of Occasional Teachers shall be conducted by Vice-Principals, Principals or Supervisory Officials (including those in Acting positions) as may be appropriate.

An Occasional Teacher will be provided with a copy of all documentation related to his or her performance within ten (10) school days of the documentation being placed in the personnel file.

An Occasional Teacher shall have the right to have a representative of the Union present when the conduct or competence of the Occasional Teacher is being considered.

ARTICLE 8 - UNION DUES AND ASSESSMENTS

8.01 The Board shall deduct for every pay period for which an occasional teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario, 480 University Avenue, Suite 1000, Toronto, Ontario M5G 1V2, within thirty (30) days of the dues being deducted. The Union shall advise the Board at least thirty (30) days in advance of any change being required to the amount of dues and assessments.

8.02 The payment of dues and assessments shall be accompanied by a dues submission list showing the full 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. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.

8.03 A copy of the dues submission list will be sent to the President of the Local at the same time it is sent to the Union.

8.04 The Union shall indemnify and save the Board harmless from any claims, suits, attachment and any form of liability as a result of such deductions authorized by the Union or Local.

ARTICLE 9 - PERSONNEL FILES

9.01 Upon prior written request, an Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file in the presence of the appropriate Board staff representative.

9.02 The Occasional Teacher may, at the Occasional Teacher's expense, make a copy of any information contained in the file and may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.

9.03 Where an Occasional Teacher authorizes, in writing, access to his/her personnel file by another person acting on the Occasional Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein at the Occasional Teacher's expense, if also authorized and requested.

9.04 An Occasional Teacher may dispute, in writing, the accuracy or completeness of information in the Occasional Teacher's personnel file. Where this occurs, the Board shall respond to the Occasional Teacher to confirm or amend the information and shall notify the Occasional Teacher in writing of its decision, including reasons for that decision, where such a written response is requested by the Occasional Teacher. The written dispute from the Occasional Teacher must contain the specific alleged inaccuracy or incomplete information and the desired change(s). All correspondence related to the dispute will be maintained in the Occasional Teacher's personnel file unless otherwise agreed to between the Occasional Teacher and the Board.

- 9.05 The signature of an Occasional Teacher on any document respecting the performance or conduct of the Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not necessarily be construed as approval of, consent to, or agreement with the contents thereof unless so indicated by the Occasional Teacher.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 The Local shall notify the Board in writing of the names of persons elected to office in the Local and of persons authorized by the Union to represent Occasional Teachers in a particular workplace or combination of workplaces on behalf of the Union and/or Local.
- 10.02 The Board shall provide to the Local bulletin board space in each elementary school for the posting of notices which may be of interest to Occasional Teachers.
- 10.03 The Union and/or Local shall be allowed to carry out union business on the Board's premises outside of the regular school day providing it does not interrupt the instructional program. The union business shall include, but not be limited to, membership meetings, executive meetings, and conferences between stewards and members. Such meeting space shall be free of charge. No Occasional Teacher shall leave his or her assigned duty to attend to union business without the consent of the Director of Education or designate.
- 10.04 At the written request of the Local, the Board shall grant release time for Local union purposes without loss of pay. The cost of the Occasional Teacher will be paid by the Local. Such leave shall only be granted where the school in which the Occasional Teacher is working is able to find a suitable replacement.

ARTICLE 11 - CORRESPONDENCE

- 11.01 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director of Education or designate, and from the President of the Local or designate.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Purpose and Definitions

- (a) The purpose of this article is to establish a procedure for the settlement of all differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement. Differences may be resolved by a complaint under Article 12.03 and/or a grievance under Article 12.04, 12.05 and 12.06. Failing resolution the parties may proceed to arbitration under Article 13.
- (b) A "party" to the grievance shall be defined as the Union and/or Local or the Board.
- (c) "Days" shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.
- (d) A "grievance" is defined as a dispute concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

12.02 General

- (a) If the complainant fails to complete the complaint procedure within the total number of calendar days outlined in 12.03, the complaint shall be deemed to be abandoned.
- (b) If the grievor fails to act within the time limits in calendar days set out at any step of the grievance procedure, the grievance shall be deemed to be abandoned.
- (c) If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the

complainant or the grievor will submit the complaint or grievance to the next step outlined in the procedure where the complainant/grievor intends to pursue the grievance.

- (d) At any stage of the complaint or grievance procedure, the time limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.
- (e) At any step of the grievance procedure, the parties may be represented by an advisor, agent, counsel or solicitor. The Board recognizes the right of a Union and/or Local representative to be present and to represent an Occasional Teacher at any stage of the complaint or grievance procedure.
- (f) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

12.03 **Complaint Procedure**

An Occasional Teacher, with the concurrence of the Union and/or Local, may initiate a complaint with the Occasional Teacher's immediate supervisor. The Occasional Teacher must indicate that the complaint is in accordance with Article 12 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) days of the Occasional Teacher becoming aware of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) days of the time when the complaint is first discussed with the immediate supervisor, the complaint may proceed within a further five (5) days as a grievance in the manner and sequence described in Article 12.04. The Union and/or Local may initiate a complaint under the procedure identified above.

12.04 **Grievance Procedure**

A grievance shall contain:

- (a) a brief description of the alleged violation, including any facts to support the grievance; and
- (b) the clauses or any other language alleged to be violated; and
- (c) the relief or remedy sought.

Step One

The Union and/or Local may initiate a grievance within ten (10) days of becoming aware of the occurrence of the circumstances giving rise to the complaint or within the time limits referred to in Article 12.03 where the complaint procedure has been utilized. The grievance shall be referred, in writing, to the Chief of Human Resources or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

Step Two

Failing settlement at Step One, the Union and/or Local may, within ten (10) days of the receipt of the response of the Chief of Human Resources or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) days.

Step Three

Failing settlement at Step Two, the Union and/or Local may, within ten (10) days of the receipt of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 13. If, within ten (10) days of the delivery of the reply of the Director or

designate under Step Two, the Union and/or Local does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

Grievance Hearing

A meeting between the Parties for the purpose of attempting to resolve a grievance shall be called at the request of either party as part of Step 1 or Step 2. This meeting shall take place within ten (10) days of the request being made and shall delay the reply required by the period of time between the request for the meeting and the date of the meeting.

12.05 Grievance by Union and/or Local

The Union and/or Local shall have the right to file a written grievance on behalf of an individual Occasional Teacher, a group of Occasional Teachers, a retired Occasional Teacher or a deceased Occasional Teacher commencing at Step One as described as in Article 12.04. A grievance shall contain those items listed in Article 12.04.

12.06 Grievance by Board

Complaint Resolution

Nothing in this article precludes the Board from discussing a complaint with the President, or designate, of the Local prior to initiating a formal grievance under Step One of the process identified below.

Step One

The Director of Education or designate shall have the right to file a written grievance with the President, or designate, of the Local within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The President, or designate, of the Local shall respond within ten (10) days.

Step Two

Failing settlement at Step One, the Director of Education or designate may, within ten (10) days, refer the grievance to arbitration in the manner and sequence prescribed under Article 13. If, within ten (10) days of the delivery of the reply of the President, or designate, of the Local under Step One, the Director or designate does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

12.07 Grievance Mediation

Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and shall stipulate the name of the person and the timeline for grievance mediation to occur.

ARTICLE 13 - ARBITRATION PROCEDURE

Arbitration of Grievance

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established in Article 12, 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. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board. 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 chairperson. If the recipient of

the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of the Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.

All costs of the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

ARTICLE 14 - SALARY

14.01 Salary Rates

- (a) All salary rates as set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- (b) The Board shall pay rates of remuneration in accordance with the following:

Casual Occasional Teacher

Effective December 1, 2002 a Casual Occasional Teacher shall be paid a per diem rate of 1/200 of the minimum salary Group A1 in the Elementary Teachers' Collective Agreement

Effective September 1, 2003 a Casual Occasional Teacher shall be paid a per diem rate of 1/197 of the minimum salary Group A1 in the Elementary Teachers' Collective Agreement

Effective June 1, 2004 a Casual Occasional Teacher shall be paid a per diem rate of 1/194 of the minimum salary Group A1 in the Elementary Teachers' Collective Agreement

Long Term Occasional Teacher

A Long Term Occasional Teacher shall be paid a per diem rate equal to 1/194 of the yearly salary as determined by the grid of the Elementary Teachers' Collective Agreement for teachers of the same qualifications and experience effective on the eleventh (11) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The per diem rate paid shall not be less than the per diem rate paid to a Casual Occasional Teacher.

14.02 Category Placement

Category placement on the salary grid for Long Term Occasional Teachers shall be in accordance with Qualifications Evaluation Council of Ontario (Q.E.C.O.) Program 3. Effective September 1, 2000, such placement shall be in accordance with Q.E.C.O. Program 4.

14.03 Experience Recognition

Effective for assignments commencing following ratification, experience credit for placement on the salary grid for Long Term Occasional Teachers shall be as follows.

- (a) Regular Contract Teaching Experience

Where a teacher has taught, as a regular contract teacher, the full-time equivalent of five (5) months or more within one school year, this shall be credited as one (1) year experience for salary grid purposes.

Where a teacher has taught, as a regular contract teacher, the full-time equivalent of fewer than five (5) months within one school year, that time will be accumulated from year to year on a full-time equivalent basis. When the accumulated teaching time equals the full-time equivalent of five (5) months, this shall be credited as one (1) year experience for salary grid purposes.

(b) Occasional Teaching Experience

Where a teacher has the full-time equivalent of one hundred (100) days or more of occasional teaching experience within one school year with the Avon Maitland District School Board, the teacher will be recognized as having one (1) year of experience for salary grid purposes.

Where a teacher has the full time equivalent of fewer than one hundred (100) days or more of occasional teaching experience within one school year with the Avon Maitland District School Board, that occasional teaching time will be accumulated from year to year on a full-time equivalent basis. When the accumulated occasional teaching time equals the full time equivalent of one hundred (100) days, the teacher will be recognized as having one (1) year of experience for salary grid purposes.

Experience may be counted as of January 1, 1998 for an occasional teacher beginning a Long Term Occasional assignment under the terms of this agreement.

(c) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

(d) All experience shall be validated to the satisfaction of the Director or designate and shall only be experience acquired prior to the first day of each regular school year.

14.04 It shall be the responsibility of the Occasional Teacher to provide to the Director or designate valid copies of documents initialed by an appropriate Board official to support claims made under 14.02 and 14.03. Until such time as the documentation is provided to the Director or designate, a Long Term Occasional Teacher shall be paid as if he/she is in Category A/Year 0. No retroactive pay adjustment will be made beyond five (5) months. Notwithstanding this, where a Long Term Occasional Teacher, through no personal fault, cannot provide the documentation within the five (5) months and informs the Director or designate of this difficulty within the five (5) months, the retroactivity will be protected up to twelve (12) months following the commencement date of the long term assignment.

14.05 In the event of a late settlement of the Collective Agreement between the Board and the elementary teachers, which includes a retroactive pay adjustment during the period September 2001 to August 31, 2002, any adjustment to the rates of pay for Casual Occasional Teachers and Long Term Occasional Teachers shall be retroactive to the effective date of any pay adjustment for elementary teachers.

14.06 A Record of Employment for Casual Occasional Teachers may be issued upon request. Long Term Occasional Teachers may receive a Record of Employment at the conclusion of their assignments on request, or if at the end of the school year, by July 31st following school closing on request.

14.07 Pay Schedule

Occasional Teachers shall be paid by direct deposit. Under normal circumstances, Occasional Teachers will be paid by the 15th of the month following the month in which they worked. The statement of earnings will indicate the number of days worked during the pay period and shall be mailed to the home address of the Occasional Teacher.

The Board will endeavour to pay Long Term Occasional Teachers commencing their assignment on the first day of the school year and whose assignment is known in advance to be longer than twenty (20) school days, for the days worked by September 15 on the September 15 pay.

ARTICLE 15 - BENEFITS AND SHORT TERM LEAVES

15.01 Benefits

An Extended Long Term Occasional Teacher enrolled in or eligible for enrolment in benefits at the time of ratification of this Agreement shall have such enrolment grandparented to the end of the continuous assignment.

For assignments commencing following ratification, a Long Term Occasional Teacher in a continuous assignment which extends beyond three (3) months shall be paid \$4.00 per day worked in addition to regular salary, in lieu of benefits, commencing the fourth working month and terminating at the end of the continuous assignment.

15.02 Sick Leave

A Long Term Occasional Teacher who cannot attend to duties due to illness shall be granted sick leave with pay to the extent of the occasional teacher's accumulated sick leave days.

Sick leave days will be granted at the rate of 2 days credit for each 20 days of long term assignment completed. Accumulated sick days cannot be carried forward to subsequent long term assignments. In matters of dispute, the onus of proof relative to absence due to illness rests with the Occasional Teacher.

15.03 Bereavement Leave

Bereavement leave of five (5) teaching days with pay shall be granted to Long Term Occasional Teachers in the event of the death of a spouse/partner, parent/step-parent/former guardian/in-law, sibling/step-sibling, child/step-child/ward/in-law, grandparent, or grandchild.

Bereavement leave for one (1) teaching day, without pay, shall be granted to Long Term Occasional Teachers to attend the funeral of a close friend or a relative other than those covered under the paragraph above.

Such leave with pay shall not be considered an interruption in service for the calculation of the length of the assignment.

15.04 Pregnancy/Parental Leave

Pregnancy and parental leave shall be granted and governed in accordance with the provisions of the *Employment Standards Act*.

15.05 Inclement Weather

Where a Long Term Occasional Teacher is unable to reach the school because of weather conditions that are severe enough to make it impossible to reach the school or if the school is closed, there will be no loss of pay. It will be the Occasional Teacher's responsibility to notify the Principal or designate of the situation as soon as possible.

15.06 Jury Duty/Quarantine

A Long Term Occasional Teacher shall be eligible for leave with pay if called for jury duty or under quarantine. Such leave without pay shall not be considered an interruption in service for the calculation of the length of the assignment. Such service fees as are received by the Long Term Occasional Teacher as a juror shall be remitted to the Board.

15.07 Other Leave - Special Circumstances

A Long Term Occasional Teacher may request additional leave with pay, for up to a maximum of 3 days per school year accrued at the rate of 1 day for each three (3) months of the Long Term Occasional assignment, for an illness of a family member or for special circumstances. Such leaves may be granted for:

- essential personal matters
- personal reasons not including a person's business
- family illness
- University/College examinations
- Attendance at summer courses that commence prior to the end of the school year
- Persons/family involvements in weddings, graduations, and other such ceremonies
- Religious holy days
- Family involvement around the time of adoption of a child
- Divorce and/or child custody proceedings
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Such leave with pay shall not be considered an interruption in service for the calculation of the length of the assignment.

ARTICLE 16 - OCCASIONAL TEACHER LIST

- 16.01 To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must be in good standing with the Ontario College of Teachers.
- 16.02 The Board will maintain the Occasional Teacher List for its elementary schools and will have the sole discretion to add names to the List as it sees fit.
- 16.03 The List shall provide the following information for each Occasional Teacher: full name, telephone number, address, qualifications, teaching preferences and availability for work.
- 16.04 Occasional Teachers shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 16.05 The Occasional Teacher List shall be provided to schools for use prior to the end of the first week of the school year in September. A copy of the List will be forwarded to the Local President at that time. The List will be updated periodically throughout the school year as required. The amendments will be communicated to the Local President at the same time as the updated List information is communicated to Principals. Otherwise, amendments will be forwarded to the Local President by December 31 and April 1 of each year.
- 16.06 The Board agrees to review the composition of the Occasional Teacher List annually to ensure that it contains only the names of those Occasional Teachers actively seeking assignments. The names of the Occasional Teachers who do not respond to the Board's annual review of the List, which shall occur during the summer months, shall be removed from the List effective the September following.
- 16.07 An Occasional Teacher who is included on the List shall be available for assignment or shall provide reasonable grounds for refusing such assignment. Eligible Occasional Teachers who refuse six (6) assignments for reasons other than being employed as an Occasional Teacher elsewhere or on other reasonable grounds may have their names removed from the Occasional Teacher List. Where removal occurs under this article, the Occasional Teacher will be notified in advance of the effective date of the removal by the Board. The individual so notified may appeal the removal under the steps of the grievance procedure outlined in this Agreement.

ARTICLE 17 - WORKING CONDITIONS

- 17.01 Each school shall ensure that their Code of Behaviour is accessible to each Occasional Teacher.
- 17.02 Where practicable, the timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced. This shall include the provision of a lunch break in accordance with the regulations under the Education Act, except where the Occasional Teacher is only scheduled for one-half day assignment or has chosen to accept an assignment at more than one school in a day.
- 17.03 The Principal or designate shall make every effort to see that an Occasional Teacher shall not be assigned yard duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day assignment.
- 17.04 Where an Occasional Teacher replaces a teacher who is receiving a travel allowance, the Occasional Teacher shall receive, in accordance with Board procedures, the applicable travel allowance.
- 17.05 The Board agrees to consult with the Local in the development of an orientation process for Occasional Teachers for implementation in elementary schools across the district.

ARTICLE 18 - OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE

- 18.01 There shall be an Occasional Teacher-Board Relations Committee comprised of three members of the Local, and three Board representatives. The Committee shall meet at the request of either party at a time mutually agreed upon to discuss matters of concern.

ARTICLE 19 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

- 19.01 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 the expected assignment length, up to a maximum of one day, and may be assigned duties by the Principal or designate for the time paid.
- 19.02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request by the Principal or designate to report for such assignment, provided the Occasional Teacher arrives on or before the time mutually agreed upon by the Principal or designate and the Occasional Teacher.
- 19.03 Emergency closure of schools shall not interrupt the continuity of long term assignments.

ARTICLE 20 - POSTING OF LONG TERM OCCASIONAL TEACHING ASSIGNMENTS

- 20.01 The Board shall post long term vacancies where there are at least four (4) scheduled work weeks between the identification of the vacancy and the effective date of the vacancy.
- 20.02 Vacancies, as identified in 20.01, shall be posted in each school and office of the Board for four (4) working days. A copy of each posting shall be forwarded to the Local.
- 20.03 The Board will endeavour to establish an information system in consultation with Principals and the Local to identify Occasional Teachers interested in long term occasional assignments and to communicate position information related to such vacancies.
- 20.04 When hiring for posted long term occasional positions the Board shall first interview fully qualified members on the Occasional Teacher List who have completed their probationary time, and who apply to a posting.

ARTICLE 21 - MEDICAL PROCEDURES

To the extent possible, no Occasional Teacher shall be required to perform a medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk of injury or liability for negligence. Feeding and toileting health support services will be a voluntary activity on the part of Occasional Teachers except in an emergency.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 All Occasional Teachers on the Occasional Teacher List may request to have their name voluntarily deactivated from the Occasional Teacher List for a period of up to and including one school year. The Board shall grant said leave of absence upon request.
- 22.02 The Occasional Teacher's name shall be re-activated to the Occasional Teacher List at the end of the leave unless the Occasional Teacher requests otherwise.
- 22.03 (a) An Occasional Teacher on a long term assignment with another board/panel shall request a leave of absence in writing from the Occasional Teacher List. The Board shall grant said leave of absence upon request.
- (b) An Occasional Teacher shall not be credited with experience earned during a leave under 22.03 (a) during the school year in which it was earned.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

- 23.01 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations as minimum acceptable standards.
- 23.02 The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying Regulations are accessible in each workplace.
- 23.03 The joint Health and Safety Committee membership shall include representation from the Local.

ARTICLE 24 - HARASSMENT FREE WORKPLACE

The Board agrees to consult with the Local in the development of procedures which address harassment in the workplace.

ARTICLE 25 - PROFESSIONAL ACTIVITY DAYS

- 25.01 The Board shall provide information to the Local President about the district-wide professional activities provided by the Board.
- 25.02 A Professional Activity Day shall not interrupt the continuity of the Occasional Teaching assignment.
- 25.03 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.
- 25.04 An Occasional Teacher not on a long term teaching assignment may attend, on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in writing to the Director of Education or designate at least 15 teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.
- 25.05 An Occasional Teacher may request to have access to the Board's district-wide, in-service programs, on a voluntary basis and without pay, subject to the availability of space. Requests to attend shall be in writing to the Director of Education or designate at least 15 teaching days before the in-service.

APPENDIX A

LETTER OF UNDERSTANDING

between

THE AVON MAITLAND DISTRICT SCHOOL BOARD

and

THE ELEMENTARY OCCASIONAL TEACHERS

RE: NOTICE FOR TERMINATION OF LONG TERM ASSIGNMENTS

The Board, either directly or through its Principals, agrees to share as much information as is available regarding the expected length of long term assignments, including information with respect to return-to-work dates for the teacher absence which has precipitated the long term assignment.

Dated at Seaforth, Ontario this day of , 2001.

Signed and agreed on behalf of the Board:

Signed and agreed on behalf of the Elementary
Occasional Teachers:

Chair of the Board

President

Director of Education

Chief of Human Resources

APPENDIX B

LETTER OF UNDERSTANDING

between

THE AVON MAITLAND DISTRICT SCHOOL BOARD

and

THE ELEMENTARY OCCASIONAL TEACHERS

RE: NUMBER OF TEACHERS ON OCCASIONAL TEACHER LIST

The parties agree to meet to discuss the number of Occasional Teachers on the Occasional Teacher List.

Dated at Seaforth, Ontario this day of , 2001.

Signed and agreed on behalf of the Board:

Signed and agreed on behalf of the Elementary
Occasional Teachers:

Chair of the Board

President

Director of Education

Chief of Human Resources

