

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, 2008 to August 31, 2012

INDEX

		Page
ARTICLE 1	PURPOSE	3
ARTICLE 2	DEFINITIONS	3
ARTICLE 3	DURATION AND RENEWAL	3
ARTICLE 4	SCOPE AND RECOGNITION	4
ARTICLE 5	MANAGEMENT RIGHTS	4
ARTICLE 6	STRIKES AND LOCKOUTS	5
ARTICLE 7	UNION RIGHTS AND RESPONSIBILITIES	5
ARTICLE 8	UNION DUES AND ASSESSMENTS	6
ARTICLE 9	PERSONNEL FILES	7
ARTICLE 10	UNION REPRESENTATION	8
ARTICLE 11	CORRESPONDENCE	8
ARTICLE 12	GRIEVANCE PROCEDURE	8
ARTICLE 13	ARBITRATION PROCEDURE	11
ARTICLE 14	SALARY	12
ARTICLE 15	BENEFITS AND SHORT TERM LEAVES	14
ARTICLE 16	OCCASIONAL TEACHER LIST	16
ARTICLE 17	WORKING CONDITIONS	18
ARTICLE 18	OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE	19
ARTICLE 19	SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE	19
ARTICLE 20	POSTING OF LONG TERM OCCASIONAL TEACHING ASSIGNMENTS	19
ARTICLE 21	MEDICAL PROCEDURES	20
ARTICLE 22	LEAVE OF ABSENCE	20
ARTICLE 23	OCCUPATIONAL HEALTH AND SAFETY	20
ARTICLE 24	HARASSMENT FREE WORKPLACE	21
ARTICLE 25	PROFESSIONAL ACTIVITY DAYS	21
	Letter of Agreement	
	Re: Occupational Health and Safety	22
	Letter of Understanding	
	Re: Occasional Teacher Information Handbook	23

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 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 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, 2008 and shall remain in effect until August 31, 2012 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 a 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 of any other advisor, agent, counsel, solicitor or duly authorized representatives to assist, 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 Board's 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.

5.03 Notwithstanding the Board's right under 5.02(b) and/or 5.02(c), such cause shall be communicated in writing to the Occasional Teacher within ten (10) school days from the time the Occasional Teacher is informed of such action being taken. Nothing precludes the Board and the Local from mutually agreeing to extend the timeline requirement; such extension will not be unreasonably withheld.

5.04 Wherever possible, prior to any teacher being disciplined, demoted or discharged, a meeting shall be held between the Occasional Teacher and a Board representative to discuss the matter. An Occasional Teacher shall be informed by the Board representative of his/her right to have the Union Local President or designate present at any meeting when the conduct or competence of the occasional teacher is being questioned.

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 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.

Evaluations of Occasional Teachers shall be conducted by qualified Vice-Principals, Principals or Supervisory Officials as may be appropriate.

An Occasional Teacher will be provided with a copy of all documentation related to his or her performance within twenty (20) 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 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.

Effective September 1, 2010, the Board shall deduct for every pay period for which an occasional teacher receives pay, union dues, levies 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. Levies deducted in accordance with this article shall be remitted to the President of the Avon Maitland Occasional Teachers' Local. The Union shall advise the Board at least thirty (30) days in advance of any change being required to the amount of dues, levies and assessments.

8.02 The payment of dues, levies 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.

8.05 By June 1, the Board will post a reactivation package to the Occasional Teacher First Class Conference. Occasional Teachers must return the package to the Local including

a cheque payable to ETFO - Avon Maitland Occasional Teachers' Local in the amount of the annual pre-determined levy by June 30 in order to remain on the list for the following year.

When an Occasional Teacher is added to the list, they will complete an activation package. This package will be returned to the Local along with a cheque payable to ETFO- Avon Maitland Occasional Teachers' Local in the amount of the annual pre-determined levy in order to be activated to the Occasional Teacher List.

Effective for the 2010-2011 school year, by June 1, the Board will post a reactivation package to the Occasional Teacher First Class Conference. Occasional Teachers must return the package to the Board by June 30 in order to remain on the list for the following year.

When an Occasional Teacher is added to the list, they will complete an activation package. This package will be returned to the Board in order to be activated to the Occasional Teacher list.

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 within 30 school days of the receipt of the written request to confirm or amend the information and shall notify the Occasional Teacher in writing of its decision, including reasons for that decision. 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 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. The Union shall have access to its members for Union business provided that this does not interrupt the instructional program or school and student activities.
- 10.04 At the written request of the Local, the Board shall grant release time for 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.
- 10.05 Union Local representatives shall be paid by the Board for days worked on Local business provided that ETFO reimburse the Board for the total cost of salary, benefits, and allowances.

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 a 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 of 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 (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 of 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 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 September 1, 2008, a Casual Occasional Teacher shall be paid a per diem rate of 1/194 of the minimum salary Group A1 of the Elementary Teachers' Collective Agreement.

Effective September 1, 2009, a Casual Occasional Teacher shall be paid a per diem rate of 1/193 of the minimum salary Group A1 of the Elementary Teachers' Collective Agreement.

Effective September 1, 2010, a Casual Occasional Teacher shall be paid a per diem rate of 1/192 of the minimum salary Group A1 of the Elementary Teachers' Collective Agreement.

Effective September 1, 2011, a Casual Occasional Teacher shall be paid a per diem rate of 1/190 of the minimum salary Group A1 of the Elementary Teachers' Collective Agreement.

Long Term Occasional Teacher

A Long Term Occasional Teacher shall be paid 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

Effective September 1, 2008, category placement on the salary grid for Long Term Occasional Teachers shall be in accordance with the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Program 3, Program 4 or Program 5.

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

- I. 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 purposes.
- II. 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 time shall be credited as one (1) year experience for salary grid purposes.

(b) Occasional Teaching Experience

- I. Where a teacher has the full-time equivalent of ninety-seven (97) 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
- II. Where a teacher has the full time equivalent of fewer than ninety-seven (97) 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 ninety-seven (97) days, the teacher will be recognized as having one (1) year of experience for salary grid purposes.
- III. 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 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 documentation is provided to the Director or designate, a Long Term Occasional Teacher shall be paid as if he/she is in Category A1/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, 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
Under normal circumstances, Casual Occasional Teachers and Long Term Occasional Teachers shall be paid semi-monthly, by direct deposit, beginning on the banking days on or before the 15th and on the last day of the month from September 30 to July 15 inclusive.

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.
- 14.08 Remuneration paid to Occasional Teachers will be pro-rated for assignments less than full-time. No Occasional Teacher shall be paid for less than one half day.

ARTICLE 15 - BENEFITS AND SHORT TERM LEAVES

15.01 Benefits

Effective September 1, 2006, a Long Term Occasional Teacher in a continuous assignment which extends beyond eleven days shall be paid \$4.00 per full time equivalent day worked. Such pay shall be in addition to regular salary, in lieu of benefits, commencing the first day of the month following the completion of the eleventh full time equivalent day.

Effective September 1, 2007, this rate shall be \$5.00 per full time equivalent day,

Effective September 1, 2009, a Long Term Occasional Teacher in a continuous assignment, shall be paid \$6.00 per full time equivalent day worked. Such pay shall be in addition to regular salary, in lieu of benefits.

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. Effective September 1, 2009, accumulated sick leave shall be carried forward to subsequent long term assignments to a maximum of thirty (30) days. 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/step-grandparent, or grandchild/step-grandchild.

Bereavement leave of one (1) teaching day, with 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 with 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 leave 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

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

15.08 A compassionate leave may be granted to a Long Term Occasional Teacher by a Principal in emergency situations which necessitate the teacher's attention and are beyond the teacher's control, for family illness, and for an extension to a bereavement leave.

A Long Term Occasional Teacher may request a compassionate leave for up to a maximum of two (2) days per school year accrued at a rate of one-half (0.5) day for each forty-eight (48) days of the Long Term 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 (a) The maximum number of Occasional Teachers shall be 40% of the number of the Elementary Teachers employed by the Board as of October 31st of each school year.

For the purposes of determining the maximum number of Occasional Teachers on the list:

- I. Those in Long Term occasional assignments or permanent contract assignments that are a 50% FTE or greater shall not be included in the count; and
 - II. Occasional Teachers on a leave of absence shall not be included in the count.
 - (b) No additional Occasional Teachers will be added to the Occasional Teacher list until the number specified in 16.02(a) is attained through normal attrition.
 - (c) In the event, the needs of a school are not being met:
 - i. The Board, after consultation with the Local President, shall post on First Class a notice informing Occasional Teachers that jobs may be available at the identified school and request the Occasional Teachers who are interested add this school to their list;
 - ii. When 16.02 (i) does not result in the school's identified need(s) being met, the Board, following consultation with the Local President, may add an Occasional Teacher(s) to the list to meet the identified need(s) of the affected school.
- 16.03 (a) As of October 31st the List shall provide the following information for each Occasional Teacher: full name, telephone number, address, qualifications, teaching preferences and availability for work.
- (b) The List shall indicate whether an Occasional Teacher is on leave.
- (c) The List shall indicate which, if any Occasional Teachers are on long-term occasional teaching assignments and the expected expiry date of said assignments.
- 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 Effective September 1, 2009, within one (1) school year, an Occasional Teacher must be offered, accept and complete the equivalent of ten (10) full instructional days between September 1 and June 30 in order to remain on the occasional teachers' list, unless the Occasional Teacher is on a leave of absence. Should an Occasional Teacher not meet the requirements in this clause, the Occasional Teacher will be notified in writing by July 30th that his/her name has been removed from the List.

ARTICLE 17 -WORKING CONDITIONS

- 17.01 Each school shall ensure that the Code of Behaviour is accessible to each Occasional Teacher.
- 17.02 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 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. If necessary, the Principal or designate may rearrange the yard duty schedule.
- 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.
- 17.06 The Occasional Teacher Information Handbook shall be available in the school to Occasional Teachers by September 30, 2009. The handbook shall be updated annually by September 30th of each school year.
- 17.07 The Principal or designate shall ensure that a classroom key is provided to an Occasional Teacher at the time she or he signs-in at a school.

ARTICLE 18 - OCCASIONAL TEACHER-BOARD RELATION 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 the 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.

19.04 A Long Term Occasional Teacher whose services are not required must be given 5 working days notice of the termination of the assignment or be paid 5 days pay, provided that they accept re-assignment(s) at the same site or to reasonable alternative location(s). A reasonable alternative location is an assignment at a school within 40 km of the elementary school closest to his/her home.

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 on First Class for four (4) working days. A copy of each posting shall be forwarded to the Local.

20.03 The Board will 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.

20.05 When a long term occasional vacancies are filled a copy of the letter of hire will be sent to the Occasional Teacher Local President.

ARTICLE 21 - MEDICAL PROCEDURES

No Occasional Teacher shall be required to perform routine medical or physical procedures for pupils that might endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk or 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.

- (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

The Board shall recognize its obligations to provide 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.

23.04 If a Long Term Occasional Teacher is advised by her physician not to attend the workplace, where there is a known case of Fifth Disease or Rubella, she will be allowed to temporarily vacate her long term assignment until her doctor approves her return to that assignment. Such time will not constitute a break in the Long Term Assignment. Until such time, (but for no longer than the long-term assignment), the Occasional Teacher shall be reassigned to a reasonable alternative location with pay and no loss of sick leave. If the Occasional Teacher chooses not to accept the

alternative assignment, she may stay at home using sick leave, if available or may accept daily assignments at other schools and/or may apply to other Long Term Occasional assignments. Should she accept a new long term assignment, she would give up her right to return to the first long term assignment.

For all other communicable diseases, the Board agrees to follow Administrative Procedure (AP) 413.

When a Teacher or an Occasional Teacher has temporarily vacated a position as in Article 23.04 (Fifth Disease or Rubella), Occasional Teachers will be notified through the SMARTFIND (the automated call out system) concerning the reason for the temporary vacancy.

ARTICLE 24 - HARASSMENT FREE WORKPLACE

24.01 Administrative Procedure (AP) 138 shall be the policy followed to ensure a positive workplace environment.

ARTICLE 25 - PROFESSIONAL ACTIVITY DAYS

The Board shall provide information to the Local President about the district-wide professional activities provided by the Board.

A Professional Activity Day shall not interrupt the continuity of the Occasional Teaching Assignment.

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.

Effective September 1, 2009, the board shall issue a cheque on or about September 1 to the local in the amount of \$4000 for the provision of PD on Professional Activity Days.

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 made to the Director of Education or designate at least 15 teaching days before the in-service.

When a Long Term Occasional Teacher is required to prepare and submit report cards, the Long Term Occasional Teacher shall be entitled to a half day free from teaching and supervision for report card preparation subject to the Principal being able to arrange for Occasional Teacher coverage. This half day entitlement applies in each reporting period.

New PDT Language - May 25, 2009

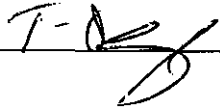
Letter of Agreement
between
The Avon Maitland District School Board
(hereinafter referred to as the "Board")
and
The Elementary Teachers' Federation of Ontario, Avon Maitland Occasional Teachers' Local
(hereinafter referred to as the "Union")

Re: Occupational Health and Safety Act

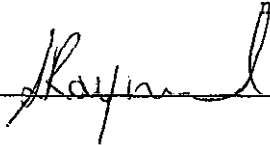
The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations".

Dated at Seaford this 15th day of June, 2009.

FOR THE BOARD:



FOR THE BARGAINING UNIT:



Letter of Understanding
Between
Avon Maitland District School Board
And
Elementary Teachers' Federation of Ontario Avon Maitland Occasional Teachers' Local

Re: Occasional Teacher Information Handbook

WHEREAS, the parties discussed issues related to the Occasional Teacher Information Handbook during recent negotiations.

The parties agree that the Occasional Teacher Information Handbook shall include, but is not limited to, the following:

1. A current class list for each class assigned; plus class seating plan(s);
2. A map of the school and yard;
3. The teacher's timetable and period times, and the student timetable(s);
4. Emergency procedures e.g. fire drill, evacuation procedures, tornado drill, and code protocols;
5. Attendance procedures;
6. A summary outlining the expectations regarding the school discipline code and other pertinent policies;
7. Supervision schedule(s) and protocols (including inclement weather schedule);
8. Bus lists, arrival and dismissal procedures;
9. List of identified special education students including accommodations and modifications;
10. List of medically at risk students and the required response plan; and
11. Emergency procedures including fire response, tornado response and code red response.

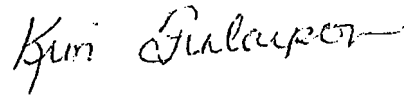
Dated at Seaforth, Ontario this 22th day of April, 2009

Signed and agreed on behalf of the Board:

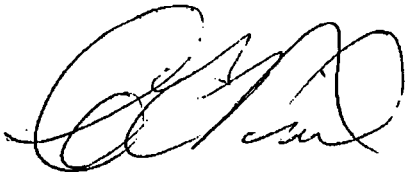
Signed and agreed on behalf of the
Union Local:



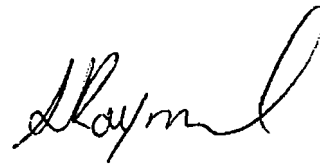
Chair of the Board



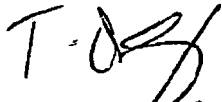
President
Local Chief Negotiator



Director of Education



Chief Negotiator



Superintendent of Education
(Human Resources)