



AGREEMENT

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

**THAMES VALLEY
OCCASIONAL TEACHERS' LOCAL**

2002 SEPTEMBER 01

TO

2004 AUGUST 31

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This Collective Agreement, hereinafter referred to as the Agreement, is made this thirtieth (30th) day of October, 2003

- BETWEEN -

The Thames Valley District School Board

- AND -

**The Elementary Teachers' Federation of Ontario
Thames Valley Occasional Teachers' Local**

ARTICLE 1 - PURPOSE

- 1.01** It is the intent of the Parties to set forth in the Agreement the entitlement of those Occasional Teachers covered by the Agreement to certain terms and conditions of employment all of which constitute the entire negotiated Agreement between the Parties.
- 1.02** It is the desire of the Parties to maintain a harmonious relationship between the Board and each Occasional Teacher covered under the Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The employer being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (E.T.F.O.) (hereinafter referred to as "the Union") as the bargaining agent for all Occasional Teachers employed by the Board in its elementary panel.
- 2.02** The Board recognizes the Union as the sole and exclusive agent authorized to negotiate and where specifically provided for in the Agreement to participate in the administration of the Agreement on behalf of all Occasional Teachers covered by the Agreement.
- 2.03** The Board recognizes the right of the Union to represent a member at the member's request at any meeting with the member. The Board or school/work site Administrator shall notify the member of his or her right to Union representation.
- 2.04** The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

- 2.05** The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- 2.06** The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE 3 - TERM OF THE AGREEMENT, RENEWAL AND AMENDMENT

- 3.01** The Agreement becomes effective 2002 September 01 and shall remain in effect until 2004 August 31 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the *Labour Relations Act*.
- 3.02** Without limiting the rights of the Parties under the *Labour Relations Act*, it is agreed that notice to bargain may be given by either Party following January 31 in the year in which the Agreement expires in order to allow for negotiations to commence during the school year.

Amendment During Life of Agreement

- 3.03** Any amendment(s) to the provisions of the Agreement during the term of the Agreement shall be by mutual consent of the Parties. The amendment(s) shall be in writing and shall be binding on both Parties effective the date specified within the amendment.

ARTICLE 4 - NO STRIKE OR LOCKOUT

- 4.01** The Board agrees that there shall be no lock-out of Occasional Teachers and the Union agrees that there shall be no strike by Occasional Teachers during the life of the Agreement. Lock-out and strike shall be as defined in the *Labour Relations Act* and the *Education Act*, as applicable.
- 4.02** In the event of a strike by other employees of the Board or a lock-out of other employees by the Board, the Occasional Teachers shall continue to perform their assigned professional duties to the best of their ability.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

5.01 Management Rights

The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and are in compliance with the prevailing statutes and regulations.

5.02 No Penalty For Lawful Union Activity

The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

5.03 No Discrimination

The Board and the Occasional Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicaps as those terms are defined in the *Ontario Human Rights Code*.

Evaluations

5.04 Only Supervisory Officers, Elementary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence. No member of the Union shall be required or requested to evaluate an Occasional Teacher's competence unless that member is serving in the capacity of an Acting Principal or Acting Vice-Principal. Should a member of the Union serving as an Acting Principal or Acting Vice-Principal encounter an Occasional Teacher in difficulty, the person in the acting capacity will so advise the immediate supervisor who will assume the evaluation responsibilities in regards to the Occasional Teacher in difficulty.

5.05 (a) A Long-Term Occasional Teacher in an assignment of greater than twenty (20) days may request an evaluation by the applicable School Administrator (Principal or Vice-Principal or Acting Principal or Acting Vice-Principal). Such evaluation shall be conducted in accordance with the Board's normal evaluation policy for Occasional Teachers.

(b) An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make comments if he/she desires. Such documentation and comments will be retained as part of the Occasional Teacher's file.

(c) No Occasional Teacher shall be evaluated under the Bill 110 process.

Just Cause

5.06 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Occasional Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Occasional Teachers.

Long-Term Assignments

5.07 (a) A written statement shall be issued to all Occasional Teachers on a long-term assignment indicating:

- 1) beginning date;
- 2) ending date (if known);

- 3) Teacher, position and school for the assignment;
- 4) grid position of the Occasional Teacher in the assignment.

(b) In the event that the assignment of the Long-Term Occasional Teacher is to be terminated prior to the originally scheduled termination date because of the early return of the Teacher, the Long-Term Occasional Teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice unless the termination of the assignment is due to disciplinary action.

(c) An Occasional Teacher hired to replace an absent Teacher, properly subject qualified for such position, will not be replaced by another Occasional Teacher other than by mutual agreement of the Occasional Teacher and the Board.

(d) In the event that the Teacher being replaced adjusts the date(s) of the leave, the Occasional Teacher shall be asked to adjust the date(s) of the long-term assignment.

5.08 Should a Teacher who was on a long-term leave of absence return from the leave and during the five (5) day period immediately following the return resume the leave, the Long-Term Occasional Teacher who was last employed as a Long-Term Occasional Teacher for that Teacher's assignment shall be requested to resume the assignment for the remainder of the school year or until the Teacher returns, whichever occurs first, provided the Teacher's resumption of the leave occurs within the same school year as the return date specified in this Article. The Long-Term Occasional Teacher shall have one (1) day to respond to the request. Should the response be in the affirmative in the time specified, it will be deemed that the assignment continues without a break in service for the purpose of the Agreement.

5.09 Board To Provide Insurance

The Board shall provide adequate insurance protection for Occasional Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Occasional Teachers covered by the Agreement.

ARTICLE 6 - OCCASIONAL TEACHER LIST

Membership on the List

6.01 An Occasional Teacher must be a current member in good standing of the Ontario College of Teachers to be eligible for inclusion on the Occasional Teacher List. All certification and required documentation must be on file with the Board before a candidate's name is placed on the Occasional Teacher List.

6.02 Only those Occasional Teachers whose names are on the Occasional Teacher List shall be called for short-term and long-term occasional teaching assignments except in emergency circumstances as recognized in the *Education Act and Regulations*.

Member Information on the List

6.03 The Membership List shall provide the following information for each Occasional Teacher: full name, telephone number and address, subjects / divisions / grades that the Occasional Teacher is qualified to

teach.

- 6.04** The List shall indicate which Occasional Teachers are on Leaves of Absence or long-term occasional teaching assignments as known by the Board at the time it is published, and the expected expiry date of the said leaves or assignments.
- 6.05** An Occasional Teacher shall notify the Human Resource Services Department, in writing, of any changes of name, address and/or telephone number required by the Board to contact the Occasional Teacher. The Board shall provide a copy to the Local.

Providing Copies of the List

- 6.06** (a) By September 30th of each school year and every month thereafter, the Board will provide the Local with the names, addresses and telephone numbers of all Occasional Teachers on the Occasional Teacher List.
- (b) Upon written request, and up to five (5) times a year, the Board will provide the Local with a set of mailing labels, as well as in electronic format, of those Occasional Teachers who are on the List.
- (c) The Board shall provide the Local with a list of all long-term teaching assignments on a monthly basis. The list shall include the school, start and end dates where known, name of the Occasional Teacher, QECO for the Occasional Teacher, experience granted for the Occasional Teacher, and salary of the Occasional Teacher.

Probationary Period

- 6.07** A newly hired Occasional Teacher will serve a probationary period of forty (40) days of occasional teaching.

Statement of Intent to Remain on the List

- 6.08** The Occasional Teacher must notify the Human Resource Services Department by April 30 of each year of his or her desire to remain on the List for the next school year. The Board shall send each Occasional Teacher a canvass letter by April 01 asking whether he/she wishes to have his or her name remain on the List.

Removal From the List

- 6.09** An Occasional Teacher's name shall be removed from the List for the following reasons:
- (a) The Occasional Teacher request, in writing, to have his or her name removed from the List.
- (b) The Occasional Teacher is removed in accordance with the provisions of Article 5.06.
- (c) The Occasional Teacher has had qualifications revoked by the Ontario College of Teachers.
- (d) The Occasional Teacher has not taught one (1) day in the previous school year unless such

Occasional Teacher has been granted an extended leave in accordance with the provisions of Article 10.

- (e) The Occasional Teacher has failed to provide the Board with the information required under the provisions of Articles 6.05 or 6.08.

ARTICLE 7 - SALARY

Rates of Pay

7.01 The Board shall pay rates of remuneration, which includes vacation pay and statutory holiday pay, in accordance with the provisions of Articles 7.01 (a) and 7.01 (b)

(a) **SHORT-TERM OCCASIONAL TEACHER**

- (i) A Short-Term Occasional Teacher, certificated to teach in elementary schools in Ontario, shall be paid a per diem rate, which includes vacation pay and statutory holiday pay. The per diem rate shall be calculated by dividing A1 - Zero (0) years of the salary grid in effect for Elementary Teachers by the total number of school days contained in the Board's School Year Calendar for the applicable school year.
- (ii) The Short-Term Occasional Teacher Rate established in Article 7.01 (a) (i) shall be altered by any percentage change applied to the Elementary Teacher grid effective the date of that change in the Elementary Teacher grid.

(b) **LONG-TERM OCCASIONAL TEACHER**

An Occasional Teacher employed to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher shall be paid, effective the tenth (10th) day and retroactive to the first (1st) day of the assignment, a per diem rate which includes vacation pay and statutory holiday pay, in accordance with the applicable salary rate of the salary grid(s) for Elementary Teachers in effect during the assignment. The applicable salary rate will be in accordance with the Recognized Teaching Experience and Category Placement set forth in Articles 7.08, 7.09, 7.10 and 7.11 respectively. The per diem rate shall be calculated by dividing the applicable salary rate by the total number of school days contained in the Board's School Year Calendar for the applicable school year.

7.02 Any Occasional Teacher who received salary under the provisions of Article 7.01 shall receive the applicable retroactive salary adjustment for the days worked should a retroactive salary adjustment be made to the Elementary Teacher salary grid.

7.03 Remuneration paid to Occasional Teachers will be pro-rated for assignments to positions on less than a full-time basis, but in no circumstances will a Short-Term Occasional Teacher be paid for less than one-half (½) day.

7.04 The maximum pay that an Occasional Teacher will be paid for one (1) day, is one (1) full day's pay.

Pay Schedule

7.05 Occasional Teachers will be paid for days worked on a bi-weekly basis on the dates set forth in Appendix A.

7.06 The payment shall be deposited electronically at the financial institution of the Occasional Teacher's choice and payment information shall be maintained in the Employee Portal which can be printed by the Occasional Teacher. In addition, upon written request by the Teacher, the Board shall provide to the Teacher a pay statement.

Record of Employment

7.07 The Record of Employment Certificate for Occasional Teachers shall be issued on request by July 15th.

Recognized Teaching Experience

7.08 The following shall apply for the purposes of determining teaching experience for the purposes of Article 7.01 (b).

(a) Effective 2003 September 01, the determination of teaching experience for placement on the appropriate grid step of the salary grid will be based on the years of post-certification teaching in a publicly supported elementary or secondary school, a Board recognized privately supported school, College, University, Technical Institute, Professional School, Trade School or Educational Organization or Institution as of September 01 in any school year computed to the nearest one-tenth (0.1) of a year.

(b) (i) Experience gained in a single assignment of at least ten (10) consecutive days with the Thames Valley District School Board or (1) or more of the four (4) predecessor Boards shall also count as experience for salary purposes.

(ii) All experience recognized for a long-term occasional assignment in a predecessor Board collective agreement which was counted for Years of Experience in a long-term occasional assignment prior to 2000 September 01 shall count as experience for salary purposes.

- (c) Teaching experience for salary purposes does not include night school teaching, summer school teaching or continuing education teaching experience.
- (d) Effective 2003 September 01, short-term occasional teaching experience with the Board shall be recognized such that twenty (20) days of accumulated experience in the preceding school year shall equate to one-tenth of a year of credit. All credited experience shall be maintained for subsequent long-term occasional assignments. Uncredited short-term occasional teaching days shall not be carried forward.
- (e) Long-Term Occasional Teachers on Pregnancy Leave, Parental Leave, or Adoption Leave shall accumulate experience for salary purposes as if they had continued to work during that period of the school year

7.09 The total teaching experience shall be applied on the basis of one hundred ninety (190) days of teaching experience is equal to one (1) year of experience. Every twenty (20) days of teaching experience shall be equal to one tenth (0.1) year's experience.

Category Classification

- 7.10** (a) Any Occasional Teacher newly employed by the Board on or after 2003 September 01 shall be evaluated by the Qualifications Evaluation Council of Ontario (QECO) Programme 5 for category placement.
- (b) Occasional Teachers employed by the Board on 2003 June 30 shall retain the category placement they held on that date but any change in category for such Occasional Teachers will be in accordance with the provisions of QECO Programme 5.
- (c) It is the responsibility of the Occasional Teacher to provide the Board with a Qualifications Rating Statement and any supporting documents prior to July 31 for retroactive adjustment in accordance with Article 7.11.

7.11 Change in Category

A Long-Term Occasional Teacher who qualified before September 01 or before December 31 of the current school year for a change in category by reason of improved qualifications shall receive the appropriate differential in accordance with the following:

- (a) **CHANGE IN CATEGORY BEFORE SEPTEMBER 01**

For any qualifications obtained on or before September 01, placement in a higher category shall be made effective September 01 of the current school year. Confirming documents must be submitted to the Board on or before December 31 of the current school year. If the necessary documents are submitted after December 31, the adjustment will be effective January 01 of the

school year in which they are received. Notwithstanding the foregoing, if through no fault of the Occasional Teacher, confirming documents are delayed beyond December 31, the appropriate adjustment will be made effective September 01 of the current school year.

(b) CHANGE IN CATEGORY BEFORE DECEMBER 31

For any qualifications obtained from September 01 to December 31, placement in a higher category shall be made effective January 01 of the current school year provided confirming documentation is submitted to the Board on or before July 31 of the current school year. If the necessary documents are submitted after July 31 of the school year in which they were obtained, the adjustment will be effective September 01 of the year in which they are received. Notwithstanding the foregoing, if through no fault of the Occasional Teacher, confirming documents are delayed beyond July 31, the appropriate adjustment will be made effective January 01 of the current school year.

- (c) Confirming documents for Articles 7.11 (a) and (b) shall include the appropriate Statement of Evaluation and a transcript or certificate indicating that the courses were all completed during the designated period.

ARTICLE 8 - BENEFITS FOR LONG-TERM OCCASIONAL TEACHERS

- 8.01** Effective September 01, 2003, a Long-Term Occasional Teacher in a continuous assignment which extends beyond three (3) months shall be paid an additional \$4.00 per day worked, (pro-rated for part-time) in addition to regular salary, in lieu of benefits, commencing the fourth working month and terminating at the end of the continuous assignment.

ARTICLE 9 - SICK LEAVE

Long-Term Occasional Teachers

- 9.01** Paid sick leave will be granted at the rate of one (1) day's credit for each ten (10) days of long-term occasional assignment completed. Unused sick leave credits will be accumulated and carried forward from one (1) long-term occasional assignment to another long-term occasional assignment within a given school year but they will not be carried over into the following school year.
- 9.02** (a) A Long-Term Occasional Teacher who cannot attend to duties due to reasons set forth in Article 9.03 shall be granted sick leave with pay up to the extent of the Occasional Teacher's available paid sick leave days acquired in accordance with the provisions of Article 9.01.

- (b) An Occasional Teacher, where required, shall provide to the Board evidence of illness reasonable satisfactory to the Board stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.

An Occasional Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.

Absences Under the Sick Leave Plan

- 9.03** Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery or as set forth in Articles 9.04 and 9.05.
- 9.04** A Long-Term Occasional Teacher may be granted up to five (5) days leave per school year with deduction of sick leave credit(s) where it is necessary for the Occasional Teacher to care for a child, parent, or spouse. This includes paternity leave and adoption.

Absence Due to Acts of Nature

- 9.05** A Long-Term Occasional Teacher who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year with deduction of sick leave credit(s). Should the Long-Term Occasional Teacher be working less than a full day in the assignment, school day shall mean that Long-Term Occasional Teacher's work day on the day of the absence. A Long-Term Occasional Teacher may apply in writing to the Executive Superintendent of Human Resource Services or designate for an increase in the maximum allowable days under this section.

Workers' Safety Insurance

- 9.06** (a) An Occasional Teacher who is unable to perform the Occasional Teacher's regular duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B. regulations.
- (b) The Occasional Teacher will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Board to the Occasional Teacher.

ARTICLE 10 - LEAVES OF ABSENCE

10.01 This Article shall apply only to Long-Term Occasional Teachers unless Short-Term Occasional Teachers are also indicated as being eligible.

Leave of Absence With Full Salary

10.02 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Long-Term Occasional Teachers for the circumstances and under the conditions outlined hereunder. None of these leaves shall constitute a break in service, and during these leaves Occasional Teachers shall continue to accumulate credit for teaching experience and any other relevant entitlements under this collective agreement. Leaves under Articles 10.03 - 10.09 require advance approval of the Principal or Supervisor, unless otherwise indicated.

10.03 Notwithstanding Articles 10.01 to 10.08 it shall be the prerogative of the Principal to excuse a Long-Term Occasional Teacher from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Long-Term Occasional Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Long-Term Occasional Teacher's classes.

10.04 When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, the Long-Term Occasional Teacher must refund to the Board all monies received as a juror or witness exclusive of travelling allowances and living expenses. The court summons or subpoena must be submitted to the Principal for approval.

10.05 Up to three (3) days may be granted in the case of the death of a member of the immediate family of a Long-Term Occasional Teacher. When used herein, immediate family shall include parent, sibling, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent. Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Executive Superintendent of Human Resource Services or designate.

10.06 Leave shall be granted when an Long-Term Occasional Teacher is absent from duty in any case where

because of exposure to a communicable disease, the Long-Term Occasional Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Long-Term Occasional Teacher's duties.

- 10.07** One (1) day per school year shall be granted to a Long-Term Occasional Teacher for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article 10.05. If more than one (1) day per school year is required, a request to extend the leave may be granted by the Executive Superintendent of Human Resource Services or designate.
- 10.08** A Long-Term Occasional Teacher or a Short-Term Occasional Teacher who is delayed by local weather conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made. "Local" means within the geographic area between the Occasional Teacher's home address and the school or worksite of said Occasional Teacher.
- 10.09** A Long-Term Occasional Teacher shall be entitled to leave for religious holidays in accordance with Board policy.

Leave of Absence with Occasional Teacher Cost Deduction

- 10.10** Up to one (1) day per school year shall be available for the Long-Term Occasional Teacher to attend the Occasional Teacher's own graduation ceremonies or the convocation of a child, spouse or partner.
- 10.11** A one-half (0.5) day or one (1) day leave may be granted to attend the Long-Term Occasional Teacher's own wedding or the wedding of a son or daughter. This day may not be used for vacation time.
- 10.12** Up to one day per school year shall be available to permit a Long-Term Occasional Teacher to write examinations leading to the advancement of her/his academic or teaching qualifications. This leave shall be for the period of the examination only plus any required travel time to the place of the examination.

Short-Term Leave of Absence with Deduction of Full Salary

- 10.13** A special leave of absence of up to ten (10) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted to a Long-Term Occasional Teacher by the Executive Superintendent of Human Resource Services or designate. The special leave of absence may not be used to extend a vacation period.

Voluntary Leaves of Absence

- 10.14** A voluntary leave of absence for one (1) year to commence September 01 shall be granted by the Executive Superintendent of Human Resource Services or designate, upon written request of an Occasional Teacher, subject to the following provisions:
 - (a) The request must be received by June 30 of the calendar year in which the leave is to begin.
 - (b) The leave shall be without remuneration or sick leave and time spent on leave shall not count as teaching experience.

(c) The Occasional Teacher on leave under Article 10.13 may request an extension of the leave by June 30 of the first year of leave for a maximum of one (1) additional year.

10.15 The name of an Occasional Teacher on a Voluntary Leave of Absence shall be removed from the Occasional Teachers' List while that Occasional Teacher is on leave and shall be returned to the List at the end of the leave unless the Occasional Teacher requests otherwise.

ARTICLE 11 - PREGNANCY LEAVE

11.01 Article 11 shall apply only to Occasional Teachers employed in a long-term occasional assignment at the time of commencement of the Pregnancy Leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had she not taken a pregnancy leave.

11.02 Pregnancy Leaves granted under the provisions of Article 11.01 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Executive Superintendent of Human Resource Services or designate.

11.03 The Board shall grant to a pregnant Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than one (1) day prior to the expected date of birth.

11.04 Requests for Pregnancy leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.

11.05 The written request for a Pregnancy Leave shall contain:

(a) the start date of the Pregnancy Leave, and

(b) the end date of the Pregnancy Leave.

11.06 The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.

11.07 A Pregnancy Leave shall be without salary or allowances.

11.08 Sick Leave allowance shall not apply during the Pregnancy Leave. Sick leave accumulated to the commencement of the Pregnancy Leave shall be reinstated in accordance with the provisions of

Article 9 at the termination of the Pregnancy Leave if the Occasional Teacher returns to work.

Changing Dates of the Leave

11.09 Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of a Pregnancy Leave:

- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date;
or
- (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Occasional Teacher provides the Executive Superintendent of Human Resource Services or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

11.10 An Occasional Teacher may alter the requested termination of a Pregnancy Leave:

- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

11.11 An Occasional Teacher returning from a Pregnancy Leave shall be assigned by the Board to either the same position held prior to going on the leave or a position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original long-term occasional assignment except for the taking of the Pregnancy Leave.

ARTICLE 12 - PARENTAL LEAVE

12.01 Article 12 shall apply only to Occasional Teachers employed in a long-term occasional assignment at the time of commencement of the Parental Leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had he/she not taken a

Parental leave.

- 12.02** Parental Leaves granted under the provisions of Article 12.01 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.
- 12.03** The Board shall grant to a male or female Occasional Teacher who becomes a parent, provided said Occasional Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave of thirty-five (35) weeks or such shorter leave as the Occasional Teacher requests.
- 12.04** A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.
- 12.05** The other parent requesting a Parental Leave may commence that leave anytime within the fifty-two (52) week period following the actual date of birth. The request may be for up to thirty-five (35) weeks if a pregnancy leave has been taken and for up to thirty-seven (37) weeks if a pregnancy leave has not been taken. The term "other parent" includes the natural father and a person who is in a relationship of some permanence with the mother of the child who intends to treat the child as his or her own.
- 12.06** Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case later than two (2) weeks before the requested start date of the leave.
- 12.07** The written request for a Parental Leave shall contain:
- (a) the commencement date of the Parental Leave;
 - (b) the termination date of the Parental Leave; and
 - (c) the date or expected date of birth of the child.
- 12.08** A Parental Leave shall be without salary or allowances.
- 12.09** Sick Leave allowance shall not apply during the Parental Leave. Sick leave accumulated to the commencement of the Parental Leave shall be reinstated in accordance with the provisions of Article 9 at the agreed upon termination of the Parental Leave if the Occasional Teacher returns to work.

Changing Dates of the Leave

- 12.10** Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of a Parental Leave:
- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date;

or

- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Occasional Teacher provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

12.11 An Occasional Teacher may alter the requested termination date of a Parental Leave:

- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*; or
- (b) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

Extended Leaves

12.12 Extended Leaves may be requested in writing by female and male parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory eighteen (18) week Parental Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year or the return date of the regular Teacher, whichever occurs first.

12.13 An Occasional Teacher returning from a Parental Leave shall be assigned by the Board to either the same position held prior to going on the leave or an occasional teaching position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original long-term occasional assignment except for the taking of the Parental Leave.

12.14 An Occasional Teacher returning from an Extended Leave or for whom the provisions of Article 12.16 do not apply shall be returned to active status on the Occasional Teacher List.

ARTICLE 13 - ADOPTION LEAVE

13.01 Article 13 shall apply only to Occasional Teachers employed in a long-term occasional assignment at the time of commencement of the Adoption Leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had he/she not taken an Adoption Leave.

- 13.02** Adoption Leaves granted under the provisions of Article 13.01 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.
- 13.03** The Board shall grant to a male or female Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of thirty-seven (37) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the fifty-two (52) week period following the child coming into the custody, care and control of a parent for adoption and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as his or her own.
- 13.04** Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in not case any later than two (2) weeks before the requested start date of the leave.
- 13.05** The written request for an Adoption Leave shall contain:
- (a) the commencement date of the Adoption Leave;
 - (b) the termination date of the Adoption Leave;
 - (c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.
- 13.06** An Adoption Leave shall be without salary or allowances.
- 13.07** Sick Leave allowance shall not apply during the Adoption Leave. Sick leave accumulated to the commencement of the Adoption Leave shall be reinstated in accordance with the provisions of Article 9 at the agreed upon termination of the Adoption Leave if the Occasional Teacher returns to work.

Changing Dates of the Leave

- 13.08** Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of a Adoption Leave:
- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date;
or
 - (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Occasional Teacher provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the employee starts the leave; or
 - (c) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to

begin.

13.09 An Occasional Teacher may alter the requested termination date of a Adoption Leave:

- (a) to an earlier date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) to a later date if the Occasional Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

Extended Leaves

- 13.10** Extended Leaves may be requested in writing by female and male parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory eighteen (18) week Adoption Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year or the return date of the regular Teacher, whichever occurs first.
- 13.11** An Occasional Teacher returning from an Adoption Leave shall be assigned by the Board to either the same position held prior to going on the leave or an occasional teaching position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original long-term occasional assignment except for the taking of the Adoption Leave.
- 13.12** An Occasional Teacher returning from an Extended Leave or for whom the provisions of Article 13.14 do not apply shall be returned to active status on the Occasional Teacher List.

ARTICLE 14 - CALLING PROCEDURES FOR SHORT-TERM OCCASIONAL TEACHING ASSIGNMENTS

14.01 The automated calling system (TVARRIS) shall be employed to engage Short-Term Occasional Teachers.

The Board and the Union agree to meet at least once per year to review the system.

It is the responsibility of the Board to provide training for all Occasional Teachers in the operating procedures of the dispatch system. Each Occasional Teacher shall receive a copy of the written instructions.

Upon request, the Board shall provide to the Union the use and assignments of uncertified personnel and the details for such placement.

ARTICLE 15 - CALLING PROCEDURES FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

Posting

- 15.01** When it is pre-determined by at least ten (10) school days in advance of the start of the absence that a Long-Term Occasional Teacher will be required, such vacancy shall be posted for at least five (5) days prior to the closing date for applications. A copy shall be forwarded to the Union. During the summer months, "days" shall be defined as calendar work days.

Such postings shall be available from the Board only through the telephone system and on the Employee Portal. Notification of such postings shall be forwarded to the Union.

15.02 Hiring for Long-Term Positions

When a long-term occasional teaching position becomes available the Board shall first consider qualified applicants from the Occasional Teacher List for the position.

Only qualified, non-probationary Occasional Teachers, covered under this agreement who are members in good standing with the Ontario College of Teachers will be hired for long-term occasional teaching assignments.

With the mutual consent of both the Board and the Union, this provision may be waived under exceptional circumstances.

- 15.03** Should a long-term occasional teaching position not be filled in accordance with the provisions of Article 15.02, the Board will endeavour to fill the position with a qualified teacher not currently on the Occasional Teacher List. Such Long-Term Occasional Teacher shall be added to the list with notification to the Local.

ARTICLE 16 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

Occasional Teacher's Services Not Required

- 16.01** An Occasional Teacher who is called for a half-day assignment, who reports and finds that his or her services are not required for the specified assignment, shall remain at the school for the half-day, perform professional duties as assigned by the Principal and be paid a half-day's pay.
- 16.02** An Occasional Teacher who is called for a full-day assignment, who reports and finds that his or her services are not required for the specified assignment, shall remain at the school for the full-day, perform professional duties as assigned by the Principal and be paid a full-day's pay.

Late Calls

- 16.03** An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he/she arrives within a reasonable time of receiving such late request. The Occasional Teacher shall be paid for the full time of the assignment.

Emergencies

- 16.04** (a) In the event of a late opening or early dismissal of a school for emergency reasons, Occasional Teachers shall be paid for the assignment at the applicable rate of pay.
- (b) In the event of a school closure for emergency reasons, a Long-Term Occasional Teacher shall be paid for the assignment at the applicable rate of pay.

Cancellations

- 16.05** (a) The Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours notice, the Occasional Teacher shall report for work and the Board shall pay the Occasional Teacher for that assignment in accordance with the provisions of Articles 16.01 or 16.02, whichever is applicable.
- (b) In the event of inclement weather, Occasional Teachers will receive information on the status of school closures or delays in openings by the normal Board communication process. Notice of closure due to inclement weather will be deemed to meet the minimum notice requirement of Article 16.05 (a).
- (c) Notwithstanding the provision of Article 16.05(a), in the case of a pre-arranged assignment to provide coverage for a Teacher who is scheduled to be at a track and field meet that is cancelled on short notice due to inclement weather the minimum cancellation notice will be deemed to have been given.
- 16.06** In all cases where an Occasional Teacher receives pay under the provisions of Articles 16.01 to 16.05 inclusive, the time for which the Occasional Teacher is paid shall be treated as time worked for the applicable articles of the Agreement.

ARTICLE 17 - JOB VACANCIES: ELEMENTARY TEACHING POSITIONS

- 17.01** a) An Occasional Teacher who replies to the canvass letter sent out under Article 6.08, shall be given the opportunity to indicate an Interest in Long-Term Occasional, and Interest in an Elementary Teaching Position.
- b) Occasional Teachers who are added to the list will also be given the opportunity to indicate interest in such positions.
- c) A listing of the Occasional Teachers who have indicated an interest in any such employment shall be made available to Principals by June 01 of each school year.
- d) Occasional Teachers shall be responsible for keeping their statements of interest up to date.

- 17.02** An Occasional Teacher in a long term occasional assignment of twenty-one (21) days or longer shall have the right to request an evaluation in accordance with the provision of Article 5.05.
- 17.03** Any Occasional Teacher who has expressed an Interest in an Elementary Teaching Position on his/her canvass letter and who has received an evaluation referred to in Article 17.02, within the preceding twelve (12) calendar month period submitted by June 30, shall be enrolled in Apply to Teach with the fee paid (single Board) by the Board so long as the Board continues to use that method of receiving applications for teaching positions.
- 17.04** (a) When interviews are conducted for a position posted at the completion of the internal elementary staffing process, at least three (3) Occasional Teachers who have indicated an Interest in an Elementary Teaching Position, and who are qualified for the posted position and who apply for the posted position shall receive an interview when interviews are conducted for the posted position for a school.
- (b) Should fewer than three (3) Occasional Teachers who have indicated an Interest in an Elementary Teaching Position and who are qualified for the posted position apply for the posted position, all who applied shall receive an interview when interviews are conducted for the posted position for a school.
- 17.05** (a) Notwithstanding the provisions of Article 17.04, should the Board use a pool hiring process, at least fifteen (15) Occasional Teachers who have indicated an Interest in an Elementary Teaching Position, and who are qualified for the position(s) for which pool hiring is occurring and who apply for the position(s) shall receive an interview when interviews are conducted.
- (b) Should fewer than fifteen (15) Occasional Teachers who have indicated an Interest in an Elementary Teaching Position and who are qualified for the positions for which pool hiring is occurring apply for the position(s), all who applied shall receive an interview when interviews are conducted.

ARTICLE 18 - WORKING CONDITIONS

- 18.01** (a) The normal responsibilities of an Occasional Teacher are to fulfill the teaching duties of the Elementary Teacher being replaced.
- (b) The School Administration shall endeavour to provide for an Occasional Teacher arriving for an assignment the following in-school information. It is understood that this information will generally be located in the individual Teacher's daybook.
- a timetable for the Occasional Teacher's assignment (including supervision periods)
 - a schedule identifying period times
 - a floor plan of the school (if available)
 - the school Code of Behaviour and special classroom discipline procedures
 - information on how to obtain necessary equipment

- names and positions of individuals who can provide assistance
- an up-to-date class list
- name(s) of high risk student(s) and any applicable special programme(s)
- name(s) of student(s) participating in special in-school support programmes with the time and place where they receive that support
- name(s) of student(s) transported by bus and/or taxi
- an up-to-date seating plan (where applicable)
- a general outline of classroom routines which includes washroom, attendance and entry and dismissal procedures
- planning for the first day of an absence.

In addition, fire drill and emergency procedures will be located within the classroom.

- (c) The Occasional Teacher shall endeavour to provide written feedback to the Teacher being replaced at the conclusion of the occasional assignment. Such feedback will generally include comments on the progress of lessons taught, problems encountered and where appropriate, successes achieved and marks for work completed by students within the occasional assignment.

Timetable

- 18.02** The timetable for an Occasional Teacher shall normally be the same as the timetable of the Teacher being replaced except as set forth in Articles 18.03 and 18.05.
- 18.03** Unless hired for a long-term occasional assignment in accordance with the provisions of Article 15, an Occasional Teacher shall not be assigned supervisory duties prior to the commencement of class on the first morning of an assignment prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

Lunch Period

- 18.04** Each Occasional Teacher shall be entitled to a scheduled interval between classes for the lunch break of not less than forty (40) consecutive minutes. A minimum of forty (40) consecutive minutes for the scheduled lunch break will be free of supervision, teaching or other duties.
- 18.05** An Occasional Teacher hired for an assignment at different schools that requires travel over the lunch period shall not be assigned lunch time duties.
- 18.06** Morning half-day assignments shall end no later than twenty (20) minutes after the end of class instructional time. Afternoon assignments shall begin no earlier than twenty (20) minutes before class instructional time.

Time for Travelling and Travelling Expenses

- 18.07 (a)** A travelling allowance shall be paid to an Occasional Teacher who is replacing an itinerant Teacher, if that Teacher would otherwise have received a travelling allowance, for travel between schools or worksites if the itinerant Teacher had not been absent.
- (b)** The travelling allowance set forth in Article 18.07(a) will be for the distance for which the itinerant

Teacher would otherwise have been paid.

- 18.07 (c)** The travelling allowance set forth in Article 18.07 (a) shall be calculated at the rate established in accordance with Board policy/procedure.
- 18.08** An Occasional Teacher who is hired to replace a Teacher whose timetable is such that duties are assigned at two (2) or more locations on the same day shall be provided with the same time to travel between locations as the Teacher being replaced normally has.
- 18.09** A travelling allowance will not be paid to an Occasional Teacher for travel between assignments for two (2) different Teachers.

ARTICLE - 19 - MEDICAL PROCEDURES - PUPILS

- 19.01** The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Occasional Teacher to the risk of injury or liability for negligence.
- 19.02** It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE 20 - PROFESSIONAL ACTIVITY DAYS

- 20.01** The Board shall provide information to the Union about the professional development activities provided by the Board.
- 20.02** A Professional Activity Day shall not interrupt the continuity of a Long-Term Occasional teaching assignment.
- 20.03** 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.
- 20.04** Occasional Teachers may attend without pay, any scheduled Professional Activity Day arranged by the Board if space is available.
- 20.05** Occasional Teachers shall, upon request, have access to the Board's in-service programs on a voluntary basis, without pay if space is available.

ARTICLE - 21 - OCCUPATIONAL HEALTH AND SAFETY

- 21.01** The Board, the Union and its members shall comply with the provisions of the Occupational Health and Safety Act and Regulations, as it may be amended from time to time.

ARTICLE 22 - HARASSMENT

22.01 After the first year of implementation of the Harassment Policy and Procedures, a committee with Union representation will meet to review, and if necessary, make recommendations for revision(s) to the Policy and/or Procedures.

ARTICLE 23 - LOCAL REPRESENTATION AND INFORMATION

Local Executive and Occasional Teacher Stewards

23.01 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 Local to represent Occasional Teachers on behalf of the Local (Occasional Teacher Stewards).

23.02 The Board shall provide for the use of the Local and the board, bulletin board space in each elementary school building, for the purpose of posting Occasional Teacher information. The responsibility for posting Union information shall rest with the Union.

ARTICLE 24 - LEAVE FOR UNION BUSINESS

24.01 Provided the program needs of the school can be met, the Board will grant the release of an Occasional Teacher from that person's duties to attend to Union business if so required by the Union.

24.02 An Occasional Teacher released in accordance with the provisions of Article 24.01 shall be paid the per diem rate that would have been paid had the person been performing the scheduled teaching duties and the Union will reimburse the Board for any and all replacement Occasional Teacher costs.

24.03 At the request of the Union, the Board shall grant up to one (1) FTE per school year paid release time at the applicable long-term occasional rate to the Union, for the President to conduct Union business. The Union shall reimburse the Board the full cost of such payment.

24.04 Where an Occasional Teacher receives pay under Article 24.03, the leave shall be treated in all respects, as if it were time worked.

ARTICLE 25 - LABOUR MANAGEMENT MEETINGS

25.01 Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year.

ARTICLE 26 - CORRESPONDENCE

26.01 All correspondence between the Parties arising out of the Agreement shall pass to and from the

Executive Superintendent of Human Resource Services or designate and the President of the Local or designate.

ARTICLE 27 - UNION DUES AND ASSESSMENTS

- 27.01** 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 E.T.F.O. at 480 University Avenue, Suite 1000, Toronto, M5G 1V2 within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments but in no case shall the notification be forwarded to the Board less than thirty (30) calendar days prior to the expected date of change.
- 27.02** The payment shall be accompanied by a dues submission list showing the name, Social Insurance Number, 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 provide, where available, the information in electronic form. A copy of the above information shall be forwarded to the President of the Local.
- 27.03** At the request of the Local and with at least thirty (30) calendar days notice, the Board shall make the appropriate payroll deduction from an Occasional Teacher's pay for the purposes of a Local levy. The levy shall be forwarded on a monthly basis to the Treasurer of the Local.
- 27.04** The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions or transmission of information authorized by the Union under Articles 27.01, 27.02 and 27.03.

ARTICLE 28 - COPIES OF THE COLLECTIVE AGREEMENT

- 28.01** The current Collective Agreement will be available through the Employee Portal. On request an Occasional Teacher added to the Occasional Teacher List subsequent to the signing of the Agreement shall be provided with a copy of the Agreement at Board cost.
- 28.02** The Board shall provide a maximum of twenty-five (25) copies of the Agreement to the President at the time of printing of the Agreement.

ARTICLE 29 - ACCESS TO BOARD INFORMATION

- 29.01** The board shall provide to the Union a copy of any agendas, minutes and support documents that are available to the public prior to all public Board meetings and public committee meetings.
- 29.02** The Board shall provide to the Union and Local, by September 30th each year, a list stating the total number of days of elementary short-term and long-term occasional teaching days for the previous school year.
- 29.03** The board shall share pertinent information affecting the negotiation process.

ARTICLE 30 - PERSONAL INFORMATION

Documents Respecting Performance, Conduct or Discipline

30.01 Copies of any document respecting the performance, conduct or discipline of an Occasional Teacher shall be given to the Occasional Teacher.

Signature Not Approval

30.02 The signature of an Occasional Teacher on any document respecting the performance, conduct or discipline of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Records Management and Access to Personnel File

30.03 The primary non-medical personnel file respecting an Occasional Teacher shall be maintained in the Human Resource Services Department of the Board, recognizing that certain non-medical personnel material may be situated at the Occasional Teacher's school or workplace. Material in such a file shall be available to the Occasional Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.

30.04 An Occasional Teacher shall be provided with a copy of all materials contained in her/his personnel file when so requested. Occasional Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Occasional Teacher upon request where the Occasional Teacher has misplaced his/her material.

30.05 Where an Occasional Teacher authorizes in writing access to her/his personnel and school or workplace files by a Union Representative acting on the Occasional Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.

Disputed Contents of Personnel File

30.06 An Occasional Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Occasional Teacher may provide to the Board written notice of the dispute which sets forth the Occasional Teacher's opinion of the error or inaccuracy.

30.07 If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file, the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article 30.09.

30.08 Where the Board amends information in accordance with Article 30.07, the Board shall at the request of the Occasional Teacher attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

30.09 Disciplinary material shall be removed from an Occasional Teacher's personnel file after three (3) discipline free years where no follow-up has occurred during the three (3) year period unless the Executive Superintendent of Human Resource Services determines that the discipline was for serious misconduct.

Evaluation reports (and Letters of Concern and Letters of Doubt if utilized) shall be removed from the Occasional Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

Medical Information

30.10 The Board shall keep any medical information in separate files which may be accessed only by the Occasional Teacher and appropriate health care professionals.

ARTICLE 31 - GRIEVANCE AND ARBITRATION PROCEDURE

31.01 Informal Discussion

An Occasional Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement may discuss the complaint with the Principal or immediate Supervisor. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Occasional Teacher becomes aware or should have been aware of the circumstances giving rise to the complaint. The Occasional Teacher and principal or immediate Supervisor shall complete their informal discussions within five (5) days. Failing resolution of the complaint by informal discussion, the Occasional Teacher may lodge a grievance as provided for herein.

31.02 Step One

An Occasional Teacher desiring to submit a grievance shall, in consultation with the Union, commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought.

The grievance, signed by the grievor and the Union representative, shall be sent to the Executive Superintendent of Human Resource Services within twenty (20) days of the Occasional Teacher becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed.

The Executive Superintendent of Human Resource Services or designate will meet jointly with the grievor and the Union Representative(21) within fifteen (15) days of receipt of the grievance. Such meeting will normally be held outside of regular school hours.

The Executive Superintendent of Human Resource Services or designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

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

31.03 (a) Arbitration

When either Party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other Party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other Party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the Parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either Party.

(b) Board of Arbitration

When both Parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other Party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to appoint such a nominee.

(c) Decision of the Arbitrator

An Arbitrator or Board of Arbitration shall endeavour to give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Parties and upon any employee or employees affected by it.

(d) Powers of the Board

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

31.04 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the Parties.

31.05 Discharge Grievance

Where an Occasional Teacher has received a termination notice, the Occasional Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

31.06 Policy Grievance

The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

31.07 “Days” shall mean instructional days.

31.08 Time limits under the grievance and arbitration process are to be adhered to, although the Parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.

31.09 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

31.10 If the Party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.

31.11 At any time of the grievance procedure either or both Parties may be represented by legal counsel so long as notification of the use of legal counsel has been submitted to the other Party at least one (1) week prior to any meeting, or such shorter time as the Parties agree.

Grievance Mediation

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

Grievance Definition

31.13 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of

the Agreement, including the question of whether a matter is arbitrable.

31.14 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

ARTICLE 32 - TERMINATION OF EMPLOYMENT

32.01 A notice of termination of employment from the position of Occasional Teacher with the Board shall be copied to the President of the Local.

ARTICLE 33 - CRIMINAL BACKGROUND CHECKS

33.01 Any information the Board receives in connection with such Criminal Background Checks shall be kept confidential and shall only be disclosed to a) an individual or entity to the extent required by law, and b) the individual who is the subject of the check. Any disciplinary action related to the Criminal Background Check or the Offence Declaration required by regulation may be the subject of a grievance.

ARTICLE 34 - TRANSPORTING STUDENTS

34.01 It is agreed, that an Occasional Teacher shall not be required to transport students or other individuals in the Occasional Teacher's personal vehicle or any other vehicle.

ARTICLE 35 - DEFINITIONS

35.01 "Occasional Teacher" means an "Occasional Teacher" as defined in the *Education Act*.

35.02 "Occasional Teacher List" means a list of all Teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.

35.03 "Long-Term Occasional Teacher" means an Occasional Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher.

35.04 "Short-Term Occasional Teacher" means an Occasional Teacher who is not a Long-Term Occasional Teacher.

35.05 "Elementary Teachers" means the Elementary Teachers, other than Occasional Teachers, employed by the Board in the elementary panel.

35.06 "Board" means the Thames Valley District School Board and its predecessors.

35.07 "Union" means the Elementary Teachers' Federation of Ontario (ETFO) acting as the bargaining agent

for all Occasional Teachers employed by the Board in the elementary panel.

35.08 “Local” means the ETFO Thames Valley Occasional Teachers’ Local.

35.09 “Qualified” means qualified in accordance with *The Education Act and Regulations* made thereunder and “qualifications” has a corresponding meaning.

35.10 “Day” means a school day unless otherwise stipulated in the Agreement.

SIGNATURES

Dated at LONDON, ONTARIO this _____ day of _____, 2003.

SIGNED and AGREED on behalf of the Thames Valley District School Board

Joyce Bennett
Chairperson of the Board

Diana Anstead
Negotiations Advisory Committee

Art Cartier
Negotiations Advisory Committee

Graham Hart
Negotiations Advisory Committee

Bill Bryce
Director of Education

John Thorpe
Executive Superintendent of Human Resource Services

John R. Cuddie
Manager Human Resource Services

David Westaway
Principal

SIGNED and AGREED on behalf of the Elementary Teachers' Federation of Ontario - Thames Valley Occasional Teachers' Local

David Kendall
Provincial Chief Negotiator

Terry Card
President/Chief Local Negotiator

Sharon Pinylo

Collective Bargaining Committee

Jacqueline Kobayashi
Collective Bargaining Committee

LETTER OF INTENT

Calling Procedures for Short-Term Occasional Teachers

The Board and the Union agree to review at the Labour Management Committee the calling procedures for Short-Term Occasional Teachers.

ETFO Thames Valley Occasional
Teachers' Local

Thames Valley District School Board

LETTER OF INTENT

Professional Activity Day

The Board and the Union agree to review at the Labour Management Committee the feasibility of providing a joint half-day Professional Activity Day for Occasional Teachers.

ETFO Thames Valley Occasional
Teachers' Local

Thames Valley District School Board

LETTER OF INTENT

Balanced Day

The Board and the Union agree to review at the Labour Management Committee the implementation of the balanced day timetable. The Board and Union agree to immediate implementation of all recommendations where mutual agreement is reached.

ETFO Thames Valley Occasional
Teachers' Local

Thames Valley District School Board

LETTER OF UNDERSTANDING

Benefits

The Board and the Union agree that Long-Term Occasional Teachers enrolled in the Board's Benefit Plan prior to ratification will have until December 31, 2003 to decide whether to stay with the plan or opt out and follow the provisions of the new Collective Agreement.

ETFO Thames Valley Occasional
Teachers' Local

Thames Valley District School Board

APPENDIX A

PAY DATE	FOR DAYS WORKED DURING THE PAY PERIOD
2003 September 05	2003 August 10 - 2003 August 23
2003 September 19	2003 August 24 - 2003 September 06
2003 October 03	2003 September 07 - 2003 September 20
2003 October 17	2003 September 21 - 2003 October 04
2003 October 31	2003 October 05 - 2003 October 18
2003 November 14	2003 October 19 - 2003 November 01
2003 November 28	2003 November 02 - 2003 November 15
2003 December 12	2003 November 16 - 2003 November 29
2003 December 24	2003 November 30 - 2003 December 13
2004 January 09	2003 December 14 - 2003 December 27
2004 January 23	2003 December 28 - 2004 January 10
2004 February 06	2004 January 11 - 2004 January 24
2004 February 20	2004 January 25 - 2004 February 07
2004 March 05	2004 February 08 - 2004 February 21
2004 March 19	2004 February 22 - 2004 March 06
2004 April 02	2004 March 07 - 2004 March 20
2004 April 16	2004 March 21 - 2004 April 03
2004 April 30	2004 April 04 - 2004 April 17
2004 May 14	2004 April 18 - 2004 May 01
2004 May 28	2004 May 02 - 2004 May 15
2004 June 11	2004 May 16 - 2004 May 29
2004 June 25	2004 May 30 - 2004 June 12
2004 July 09	2004 June 13 - 2004 June 26
2004 July 23	2004 June 27 - 2004 July 10
2004 August 06	2004 July 11 - 2004 July 24
2004 August 20	2004 July 25 - 2004 August 07

