



COLLECTIVE AGREEMENT

BETWEEN

**THE LIMESTONE DISTRICT
SCHOOL BOARD
(Hereinafter called the "Board")**

AND

**THE ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO,
LIMESTONE OCCASIONAL
TEACHERS' LOCAL
(Hereinafter called the "Union")**

September 1, 2008 – August 31, 2012



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PURPOSE

It is the intent of the parties and the purpose of the parties to maintain a harmonious relationship between the Board and each member of the Union and to cooperate to the fullest extent in order to provide the best possible educational services.

The purpose of this agreement is to establish and maintain mutually satisfactory arrangements between the Board and the Union that ensure effective working relationships by setting forth terms and conditions of employment and procedures for settling differences.

ARTICLE 1: RECOGNITION

- 1.1 The Board recognizes the Elementary Teachers' Federation of Ontario as the exclusive bargaining agent for all occasional teachers employed in the elementary panel and who are on the Board's roster of occasional teachers who may be assigned to an elementary school.
- 1.2 The Union shall advise the Board from time to time of who is authorized to act on its behalf.
- 1.3 Each party recognizes the right of the other party to receive assistance from any duly authorized representative to assist it in all matters pertaining to the negotiation and administration of this agreement.

ARTICLE 2: DEFINITIONS

- 2.1 "Occasional Teacher" bears the same meaning as that given to "Occasional Teacher" by the Education Act, as amended.
- 2.2 "Casual Occasional Teacher" means a teacher who is required to teach for a period that is less than ten (10) consecutive teaching days.
- 2.3 "Long Term Occasional Teacher" means a teacher who is required to teach for a period of ten (10) consecutive teaching days or more in the same teaching assignment.

- 2.3.1 A Long Term Occasional Teacher, hired to replace an absent regular teacher for a specified period, properly qualified for such position, may not be replaced by another Occasional Teacher prior to the expiry of the specified period unless it is by mutual agreement of the Long Term Occasional Teacher and the Board except in cases of removal for disciplinary reasons.
- 2.3.2 In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five (5) teaching days' notice or pay for five (5) days at the Long Term Occasional Teacher's daily rate unless the termination is by mutual agreement of the Long Term Occasional Teacher and the Board except in cases of removal for disciplinary reasons.
- 2.4 Occasional Teachers shall be on probation for the first forty-five (45) days of work from the date of hire as an Occasional Teacher.
- 2.4.1 Once an Occasional Teacher has served the probationary period as defined in article 2.4, the Occasional Teacher shall not be required to serve another probationary period unless the Occasional Teacher has been absent from the Occasional Teachers' List for a period exceeding two (2) years.
- 2.5 "Day" means that period of time in a single day for which the Occasional Teacher has been called to work whether it be part-time or full time.
- 2.6 "Occasional Teacher List" means a list of all Occasional Teachers who have been hired by the Board to teach as Occasional Teachers in the elementary panel of The Limestone District School Board.
- 2.7 "Certified" means an Occasional Teacher who holds a valid Certificate of Qualification from the Ontario College of Teachers and who is a member in good standing of the Ontario College of Teachers.
- 2.8 "Union" means the Elementary Teachers' Federation of Ontario.
- 2.9 "Board" shall mean the Limestone District School Board.

- 2.10 “Posted” means any Long Term Occasional Teaching Position advertised on the Limestone District School Board website.
- 2.11 “Local” shall mean the Elementary Teachers’ Federation of Ontario Limestone Occasional Teachers’ Local.

ARTICLE 3: EFFECTIVE PERIOD AND RENEWAL

- 3.1 This Agreement shall be effective from September 1, 2008 and shall continue in full force up to and including August 31, 2012, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within one hundred fifty (150) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification, of this Agreement. If notice is given, the parties shall meet within fifteen (15) days of giving of notice.
- 3.2 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present Agreement that all terms and provisions of the present Agreement shall continue in force and effect until such time as it is superseded by a new Agreement.
- 3.3 This Agreement shall form the basis of computing all salaries and other conditions defined herein. Any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.
- 3.4 It is understood and agreed that there shall be no strike or lockout during the term of this agreement or of any extension of this Agreement. Strike or lockout shall be as defined in the Labour Relations Act.

ARTICLE 4: UNION DUES AND ASSESSMENTS

- 4.1 The Board agrees to deduct, for every pay period for which an Occasional Teacher receives earnings, any fees and assessments levied in accordance with the bylaws of the Union and remit to the Union forthwith.

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 deposited at a bank identified by the Union through electronic transfer on the last pay period of the month, with a statement forwarded to the President of the Local.

- 4.2 The Union agrees to indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions made from an Occasional Teacher's pay as provided herein.
- 4.3 All Occasional Teachers employed by the Board shall be provided with a copy of this Agreement by the Board and the Local will reimburse the Board for one-half (½) of the cost.

ARTICLE 5: REPRESENTATION

- 5.1 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members.

ARTICLE 6: ACCESS TO INFORMATION

- 6.1 The Board shall provide to the Union, upon request, information related to the Occasional Teacher list which shall include, but not be limited to, copies of the monthly dues submission list, mailing labels, copies of letters sent to Occasional Teachers and teacher assignment information.
- 6.2 Upon written request submitted at least ten (10) calendar days in advance, unless otherwise mutually agreed to by the parties, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this collective agreement.

ARTICLE 7: CORRESPONDENCE

- 7.1 All correspondence between the parties arising out of this Agreement shall pass to and from the Superintendent of

Human Resources or designate, and to and from the President of the Local.

ARTICLE 8: OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE

- 8.1 The Occasional Teacher-Board Relations Committee shall be composed of two (2) members representing the Board and two (2) members representing the Local with power to add appropriate representation from the system concerning specific issues. The Committee will make recommendations to the Human Resources Committee of the Board.
- 8.2 The Occasional Teacher-Board Relations Committee shall meet a minimum of twice during the school year or at the written request of either party, at a mutually agreed upon time to consider matters pertaining to or arising out of the Collective Agreement and any matter affecting or likely to affect Teacher - Board relations. With the agreement of the Committee, items not on the formal agenda may be discussed at such meetings.
- 8.3 The Board will pay the daily rate for the two Occasional Teacher representatives for a total of two days each.
- The Board shall provide twenty (20) paid release days at the daily rate to conduct union business, which shall be reimbursed by the bargaining unit.

ARTICLE 9: MANAGEMENT RIGHTS & RESPONSIBILITIES

- 9.1 The Board has the right to manage its school system and all rights shall remain exclusively with the Board except as specifically limited by the provisions of this Agreement. Without restricting the rights set out above, the bargaining unit recognizes the rights of the Board to:
- i) Hire, direct, and classify all Occasional Teachers, and the right to discipline, suspend and discharge, for just cause, any Occasional Teacher subject to the right of the Occasional Teacher concerned to lodge a grievance in a manner and to the extent herein provided;

- ii) Operate and manage its school systems in accordance with its obligations and to make and alter, from time to time, rules and regulations to be observed by the Occasional Teachers, which rules and regulations shall not be inconsistent with provisions of this agreement;
 - iii) To determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the school system; and,
 - iv) To establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations pertaining to Education in Ontario.
- 9.2 The Board shall abide by the Ontario Labour Relations Act, The Education Act, the Employment Standards Act, the Occupational Health & Safety Act, the Ontario Human Rights Code, and any other applicable statutes governing education and employment and all regulations thereunder.

ARTICLE 10: DISCRIMINATION& HARASSMENT

Discrimination

- 10.1 The Board and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, sex, colour, ancestry, place of origin, ethnic origin, marital status, same sex partner status, sexual orientation, age, disability, citizenship, family status, or religion as defined in the Ontario Human Rights Code.

There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

Harassment

- 10.2 The Board believes and is obligated to ensure that all Occasional Teachers are entitled to a healthy and safe environment free from harassment in the workplace.
- 10.2.1 To this end, all Occasional Teachers have a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of

the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.

- 10.3 The Union may request to review Administrative Procedure AP 411, no more than once every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure, the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.
- 10.4 It is recognized that a broader consultative process will be undertaken, which will include the Union.

ARTICLE 11: OCCUPATIONAL HEALTH & SAFETY

- 11.1 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.

Violence in the Workplace

- 11.2 The Board believes and is obligated to ensure that all Occasional Teachers are entitled to a healthy and safe environment free from violence in the workplace.
- 11.2.1 To this end, all Occasional Teachers have a right to freedom from assaults and/or threats by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.
- 11.3 When a student engages in violent behaviour toward an occasional teacher, any teacher(s) connected to the situation will be involved in the investigation process.
- 11.4 The Union may request to review Administrative Procedure AP 404 – Assaults On and/or Threats to Teachers and Other Staff Members, no more than once

every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure and related protocols, (for example, The Community Threat Assessment Protocol, Threat Assessment Framework, Threat Assessment: Responding to Ensure Student & Staff Safety), the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.

- 11.5 It is recognized that a broader consultative process will be undertaken, which will include the Union.

ARTICLE 12: SALARY

- 12.1 Casual Occasional Teachers who hold a current Certificate of Qualification from the Ontario College of Teachers shall be paid a daily rate in accordance with the following fractions, which are based on the Elementary Teachers salary grid, Category A1, Year 0, and include 4% vacation pay and 3% statutory holiday pay.

	Sep 1/08	Sep 1/09	Sep 1/10	Sep 1/11
Fraction	1/210	1/203	1/203	1/203
Daily Rate	\$198.95	\$209.94	\$216.23	\$222.72

- 12.1.2 All rates will be prorated for fractional and part-time assignments.
- 12.2.1 Casual Occasional Teachers who do not have a current Certificate of Qualification from the Ontario College of Teachers shall be paid for each day of employment at the rate of 75% of the rate established in 11.1 above, which includes 4% vacation pay and 3% statutory holiday pay.
- 12.3 A Long Term Occasional Teacher shall be paid the same salary as a teacher with the same category placement and experience under the Collective Agreement between ETFO, Limestone District and the Limestone District School Board effective from the tenth (10th) consecutive teaching day retroactive to the first day the Occasional

Teacher began the assignment. The Occasional Teacher shall continue to be paid according to the ETFO Salary Grid until the expiration of the assignment.

Paid Assignments

- 12.4 Occasional Teachers shall not be paid for less than .5 for an assignment. For assignments between .5 and 1.0, Occasional Teachers shall be prorated to the actual assignment and paid accordingly. It is understood that where the regular teacher's assignment is less than .5, the Occasional Teacher will be assigned additional duties, at the discretion of the Principal, up to the .5 for which they are being paid.
- 12.4 If circumstances require cancellation of a casual assignment without advance notice, the Occasional Teacher shall be paid for one-half day, and may be assigned professional duties by the principal for one-half day.
- 12.5 When a school is closed for a temporary period due to climatic, mechanical or catastrophic conditions, a Long Term Occasional Teacher shall be paid for the equivalent of the original assignment.
- 12.6 In the event of extremely severe weather, (e.g. cancellation of bus transportation) or if a public road is not ploughed for the day, the Long Term Occasional Teacher, after consultation with his/her administrator, may be directed to report to an alternate elementary school, or report late to his/her school when road conditions permit. There shall be no loss of pay for the Teacher.
- 12.6 A Long Term Occasional Teacher who is scheduled to work shall be paid for a professional activity day provided the Long Term Occasional Teacher participates in the scheduled professional activities. A Professional Activity Day shall not interrupt the Long Term Occasional Teacher's assignments.
- 12.7 When a Long Term Occasional teaching assignment commences or is completed within a six week period prior to the required date for report cards to be submitted, the Occasional Teacher may be assigned during school hours to assist with the completion of these report cards. In such an event, the Occasional Teacher shall be paid for the

time to complete the report cards at their long-term occasional rate of pay.

Records of Employment

- 12.7 Each Occasional Teacher shall receive an Employment and Immigration Canada Record of Employment Form on request.

ARTICLE 13: BENEFITS

- 13.1 Occasional Teachers shall receive the following amount per full day in lieu of the Group Insurance Plan, Extended Health Benefit Plan, Vision Care and Dental Plan and any other Board benefits.

	Sep 2/08	Sep 1/09	Sep 1/10	Sep 1/11
Daily Amount	\$8.24	\$8.49	\$8.74	\$9.00

ARTICLE 14: CATEGORY DEFINITIONS & PLACEMENT

- 14.1 Category placement on the salary grid shall be determined in accordance with the Qualifications Evaluation Council of Ontario (QECO) Programme 5. An occasional teacher appointed to a long term occasional position shall be placed in Category A of the Salary Grid of the Elementary Teachers' Federation of Ontario, Limestone District pending receipt of the statement of category placement from QECO and verification of teaching experience. Upon receipt of the statement of category placement the salary of the teacher shall be adjusted retroactively to reflect proper grid placement from commencement of the long-term occasional assignment, or five months prior to the date of receipt, whichever is later.
- 14.1.1 Upon appointment within the category maximum, allowances will be made for each full year's teaching experience. Allowances for experience will be as follows:
- i) For teaching experience, other than casual occasional teaching experience, in elementary or secondary schools, in a provincial, publicly funded accredited education system – 100%,

- ii) Teaching experience in a College or University in Ontario, or any other accredited publicly funded system, or private school system, or in the case of a non-English speaking system where a teacher can demonstrate fluency in English, shall be fully recognized for salary purposes.
- iii) Effective September 1, 2008, recognized teaching experience shall include short-term daily occasional teaching experience with the Limestone District School Board obtained after September 1, 2009 such that each FTE day of accumulated experience shall equate to 1/194 of a year of credit. It is understood that this calculation applies to grid placement for long-term occasional assignments only. It is further understood that no more than three years of casual teaching experience will be credited.
- iv) Calculation of teaching experience shall be calculated in the same manner as applied to Elementary Contract Teachers.
- v) Changes in practice shall be applied prospectively, commencing September 1, 2008.

ARTICLE 15: MEMBERSHIP LIST

- 15.1 (a) The Board shall maintain a list of occasional teachers the maximum number of which shall not exceed thirty-five percent (35%) of the number of FTE elementary teachers on October 31, excluding occasional teachers who have been approved for a long term leave of absence, plus all long-term occasional teachers. The number shall not include teachers on leaves of absence from the list and part-time elementary teachers of .5 or greater.

Occasional teachers who are retired teachers who for pension purposes may not work more than twenty days, and who restrict their work to remain within that limit, shall count as .5 FTE for purposes of the membership list maximum.

Notwithstanding the above maximum limit, the Board may add to the occasional teacher list, with the

approval of the local, when a need for more occasional teachers is demonstrated.

- (b) Candidates seeking inclusion on the Occasional Teacher List will be short-listed, interviewed and have references checked prior to having the candidate's name placed on the Occasional Teacher List.
- (c) Prior to being placed on the list, the Occasional Teacher must provide the Board with a copy of their Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, and all other documentation required in accordance with Board policy, including a current, approved criminal record check.
- (d) An occasional teacher shall indicate on a form provided by the Board a preference for a minimum of sixteen (16) schools where the occasional teacher prefers to teach. The Board will make every effort to honour four **(4)** of the occasional teacher's preferences.
- (e) Assignment of Occasional Teachers to the list at any particular school shall be the responsibility of the Board.
- (9)** Each school shall have assigned to it an Occasional Teacher List. The number of teachers on the list for each school shall be the school's FTE plus 30% less the exclusions listed in 15.1(a). Absences shall be filled from those Occasional Teachers assigned to that school's Occasional Teacher List. Only if all Occasional Teachers qualified for the position on the school list are unavailable shall the Board go beyond the school list to fill an assignment.

The Board may maintain a separate list for French teachers and a separate list for Special Education teachers required to teach school to community and county programs and a separate list for selected schools as mutually identified by the Union and the Board.

- (g) Occasional Teachers shall be placed on the Occasional Teachers' List for at least six (6) schools.

- (h) The Board may hire additional Occasional Teachers at any time in order to meet the requirements of the elementary schools in the District subject to the provisions of Article 15.1 (a). If the Board is planning external advertising to fill the Occasional Teacher List, the Local President shall be notified by Human Resources Services.
- (i) The Board will correspond, by June 1st, with each occasional teacher on the list asking him/her to confirm continuation on the list the following year. Failure to respond by June 30th will result in the occasional teacher's name being removed from the list.
- (j) As part of the renewal process, occasional teachers will have an opportunity to request transfers to different schools for the following September.

An occasional teacher may at any time request in writing to be considered for placement on another school list. The Board retains the right to transfer Occasional Teachers among school lists.

- (k) Occasional Teachers are expected to be available on a regular basis. The Board retains the right to monitor occasional teacher availability.

An Occasional Teacher's name shall be removed from the list for the following reasons:

- Just cause
- He/she requests in writing to have his/her name removed from the list
- He/she has not been paid for at least fifteen assignments in the previous school year, exclusive of approved leaves of absence.

Notwithstanding the above, members of the local executive who show proof of days paid for Union-Board business shall have these days credited toward the 15 day threshold. The Union president shall be exempt from the 15 day threshold.

- He/she has not completed and submitted the renewal form as per (i) above

The parties agree to meet by July 15th of each year to evaluate the threshold of 15 assignments based on the actual assignments credited to each occasional teacher in the preceding school year. The threshold limit may be changed by mutual agreement of the parties. If no change is agreed upon, the threshold number, as per the above, shall remain in effect.

- (l) An Occasional Teacher is expected to notify Dispatch forty-eight hours in advance where it is known that he/she will not be available to teach on a given day(s).

Where an occasional teacher knows in advance that he/she will not be able to teach on a given day due to illness, the occasional teacher must notify dispatch no later than 0600 hours.

- (m) Occasional Teachers who have declined a particular site and/or grade on more than three consecutive occasions will be passed over should that particular site/grade come up in the natural rotation.
- (n) The Occasional Teacher List will be forwarded to the Local President once per year by September 30th or when updated and/or requested.
- (o) Where the services of an Occasional Teacher are required, occasional teachers will be called, where reasonable and practical, in order from the list for that school, starting with the person on the list after the person last assigned, provided the teacher is qualified and available.
- (p) Records of calls will be made available to the Union upon request through the Human Resources department.

15.2 In the event that there are no Occasional Teachers available on a certain day in a school year, the Board agrees to abide by the Education Act and its regulations in order to fill a day's vacancies.

15.3 Occasional Teachers shall notify Human Resources Services of the Board and the Local, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

ARTICLE 16: POSTING & FILLING OF VACANCIES

Long Term Occasional Assignments

- 16.1 All long term occasional teaching positions shall be posted on the Board Web-site for five (5) days prior to the closing date for applications. A copy of each posting shall be forwarded to the Union.
- 16.2 The Board will give first consideration to those teachers on the Occasional Teacher List who have submitted a complete application package prior to the closing date for a vacancy posted in accordance with article 16.1, prior to advertising externally.
- 16.3 Where more than three qualified Occasional Teachers apply for any given position, the Principal may short-list applicants to a minimum of three candidates for the purpose of conducting interviews.
- 16.4 An Occasional Teacher who is currently teaching in a Long-Term Occasional Assignment is not eligible to apply for another long-term occasional assignment that commences before the conclusion of the Occasional Teacher's current Long-Term assignment, without the approval of the Manager of Human Resources, or designate.
 - 16.4.1 Notwithstanding the above, Long Term Occasional Teachers will not be restricted from applying for permanent vacancies for which Occasional Teacher applications are being accepted.
- 16.5 Where an Occasional Teacher has been offered a Long-Term Occasional Assignment in one school year and the same assignment continues into the following school year, the Occasional Teacher may be assigned without competition with the mutual consent of the Principal, the Occasional Teacher and the Manager of Human Resources, or designate. The Union shall be notified of same.
- 16.6 Where the Occasional Teacher is assigned to a Long Term Occasional Assignment as per 16.5 above, the summer period shall not break the Occasional Teacher's grid placement or their accumulated sick leave.

Pool Hire

- 16.7 The Board may Pool Hire to create a Recommended for Hire List from which elementary teacher vacancies shall be filled. This list may be comprised of internal and external candidates.
- 16.8 Occasional teachers shall be considered for short listing prior to external candidates.
- 16.9 Occasional teachers who have completed Long Term Occasional Assignments in excess of one month in the Limestone District School Board will be awarded point value for same during the short listing process.
- 16.10 External applicants interviewed as part of the Pool Hire Process may be offered membership on the Occasional Teacher List, where space permits.

Hiring During the School Year

- 16.11 If vacancies arise that cannot be filled from the pool or the Board opts not to pool hire in a given school year, the Board will give first consideration to those qualified teachers on the Occasional Teacher List who have submitted a complete application package prior to the closing date for a vacancy posted in accordance with article 16.1, prior to advertising externally.
- 16.12 Where more than three qualified Occasional Teachers apply for any given position, the Principal may short-list applicants to a minimum of three candidates for the purpose of conducting interviews.
- 16.13 Notwithstanding the above, this article does not apply to specialist positions such as French and Special Education, as identified under the Education Act and its regulations.
- 16.14 Occasional Teachers who are unsuccessful in the hiring process may request a debriefing in order to assist them in preparing for future opportunities.

ARTICLE 17: LEAVE OF ABSENCE

Short Term Leave

- 17.1 Upon written notification of no less than one week, the Board will grant, to each occasional teacher, up to two (2) leave requests in one (1) school year. Each leave may not be less than five (5) consecutive days or exceed sixty (60) days.

Long Term Leave

- 17.2 Upon written notification of no less than one week, the Board will grant to each occasional teacher one long term leave of absence for a period in excess of 60 days up to one school year provided the Occasional Teacher has been on the list for a period of at least six teaching months. Occasional Teachers shall not be granted a long term leave in two consecutive school years.
- 17.2.1 Notwithstanding the above, no more than twenty five Occasional Teachers shall be granted long-term leave at any one time, excluding regular Pregnancy/Parental Leaves and approved Medical Leaves.
- 17.2.2 Notwithstanding the above, where exceptional and unforeseen circumstances arise, the Board may, at its discretion, approve a consecutive leave.
- 17.3 An Occasional Teacher will automatically be returned to the list upon completion of the leave and in compliance with Articles 15.1(i), (j) and (k).
- 17.4 Occasional Teachers returning from leave or long-term assignment may result in the cap being exceeded. No additional Occasional Teachers shall be hired to the list until the cap has been readjusted through attrition.

Pregnancy/Parental Leave

- 17.5 Upon four weeks written notification to Human Resources, an Occasional Teacher may request to take pregnancy and/or parental leave for a period of up to 52 weeks, as per the Employment Standards Act. All such requests must be supported by written confirmation of the teacher's due date by a qualified doctor/midwife.

- 17.5.1 An Occasional Teacher may request an extension to their pregnancy/parental leave and approved medical leave for a period of up to an additional 52 weeks provided written notification to Human Resources is received within four weeks of their scheduled date of return.

ARTICLE 18: LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS

- 18.1 Approved leaves of absence without pay for Long Term Occasional Teachers which do not exceed two (2) days, shall not interrupt the continuity of the Long Term Occasional Teacher assignment.

Compassionate Leave

- 18.2 Up to five (5) days compassionate leave without loss of pay will be granted in the event of the death of a spouse, parent, child, guardian, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandchild, brother-in-law and sister-in-law.

Quarantine, Jury/Witness Duty

- 18.3 Leave will be granted without loss of pay providing prior approval is granted by the Superintendent of Human Resources Services or designate, to a Long Term Occasional Teacher who is absent due to quarantine, or who by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which the occasional teacher is not a party or one of the persons charged. All fees for court appearance shall be turned over to the Board.

Sick Leave

- 18.4 For every calendar month in a full-time Long Term Occasional Teaching position the Board agrees to provide the Long Term Occasional Teacher with two (2) days sick leave, cumulative for the length of the assignment. Paid sick leave will be credited at the beginning of each month of the assignment.

Sick days as noted above shall be prorated for part-time assignments.

Personal Days

- 18.5 Long Term Occasional Teachers shall be provided up to a maximum of five personal days per school year for reasons that are unavoidable or extraordinary as follows:
- One day for assignments in excess of 40 days;
 - Two days for assignments between 80 and 120 days;
 - Three days for assignments between 121 and 160 days.
 - Four days for assignments between 161 and 190 days; and
 - Five days for assignments in excess of 190 days.
- 18.5.1 Such leave shall be granted at the discretion of Human Resources in consultation with the Principal and the Occasional Teacher shall have recourse to the Manager of Human Resources. Personal days shall be deducted from the Occasional Teacher's sick leave and shall not break grid.
- 18.5.2 Unless exceptional circumstances arise, personal days shall not be granted immediately before or immediately following a holiday.

ARTICLE 19: WORKING CONDITIONS

- 19.1 The Occasional Teacher shall be assigned only the regularly assigned classroom duties of the teacher being replaced.
- 19.2 On the first day of an assignment, the occasional teacher shall have no yard duty before the commencement of the morning session and no lunch time duty if on afternoon assignment only or if required to travel to an afternoon assignment at a different school.
- 19.3 The Occasional Teacher shall be assigned only regularly scheduled supervisory duties of the teacher being replaced by that Occasional Teacher.

- 19.4 The Board shall provide each full time Occasional Teacher with an uninterrupted period for lunch, free from duty, of at least forty (40) minutes per day.
- 19.5 Where a teacher is on a half day assignment in the morning, that assignment shall end no later than the end of the instructional morning for students plus the scheduled eating period for students where such supervision is a scheduled duty for that day.
- 19.6 The Board shall ensure that Occasional Teachers have the following information available in the classroom:
- Classroom timetable
 - Lesson plan
 - Class list
 - Seating plan
 - Outline of the school day, including emergency protocol (ie. First aid procedures, fire and lockdown) and opening exercises
 - Information on discipline procedures (school and classroom)
 - Computer passwords
 - Information on access to equipment
 - List of staff who can provide assistance
 - Identification of student health issues and requirements
 - Identification of students in special school programs
 - Identification of students who arrive/depart by bus
 - Identification of other adults who work/volunteer in the classroom
 - Feedback form to regular classroom teacher
- 19.6.1 In addition to the above list, schools will ensure that the following are available in the front office:
- School schedules
 - Floor plan of the school
 - Staff list
 - Keys
- 19.7 The Board shall reimburse at the Board's current kilometric/mileage rate each Occasional Teacher for travel on the same day between an assignment for the same

teacher involving two or more schools within the Board's jurisdiction.

- 19.8 The Board will provide space in the Occasional Teacher sign-in binder for the posting of notices which may be of interest to Occasional Teachers. The Local will have access to the Board courier for distribution of Union material to the Elementary schools, save and except for information related to collective bargaining.
- 19.9 All occasional teachers shall be provided the option to access the Board's computer system.

ARTICLE 20: MEDICAL PROCEDURES & TRAINING

- 20.1 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure for pupils that might in any way endanger the safety or well being of the pupil or subject the member to risk of injury or liability for negligence. Such procedures include the administration of medication by injection (except the use of an epipen), catheterization, tube feeding, feeding students with impaired swallowing reflex, postural drainage, and manual expression of the bladder.
- 20.1.1 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.
- 20.1.2 Notwithstanding the above, occasional teachers are required to complete anaphylactic training on an annual basis and therefore are required to respond to anaphylactic reactions and to administer an epipen(s) as necessary.
- 20.2 For Occasional Teachers who have returned to the Occasional Teacher List for September and who have completed the anaphylaxis training as specified by the Board by September 30, shall be paid for one half hour.
- 20.2.1 Occasional Teachers who are new to the Board and who have completed the anaphylaxis training as specified by the Board within one month of their orientation shall be paid for one half hour.

ARTICLE 21: PROFESSIONAL DEVELOPMENT

- 20.1 The Board shall provide information to the Local President about any Board wide activities planned for the system Professional Development Day.
- 21.2 The Board will provide Professional Development opportunities for Occasional Teachers. Occasional Teachers may participate on a voluntary basis at their own expense; however, if a professional development initiative is mandated by the Board for an occasional teacher(s), the occasional teacher will be paid the daily rate.
- 21.3 Effective September 1, 2009, the Board shall provide \$5,000 per school year, to be dispersed to the Union for the education and professional development of its members. The Board may request information, from time to time, pertaining to such professional development initiatives.

ARTICLE 22: PERFORMANCE APPRAISAL

- 22.1 The performance appraisal process is intended to support Occasional Teachers to improve their teaching practice and success in the classroom. To this end, where performance concerns have been identified, it is expected that Occasional Teachers are advised in a timely manner, but not more than fifteen days, of such concerns, including proposed supports, recommendations and reasonable timeframes for improvement.
- 22.2 Any Occasional Teacher, who wishes, may request to be evaluated at a pre-arranged time.
- 22.3 Should the Board wish to initiate a performance appraisal (Appendix A) on an Occasional Teacher in order to further support his/her professional growth, the Occasional Teacher shall be provided a minimum of 48 hours advance notice of the Board's intent to complete the appraisal.
- 22.4 Should the Occasional Teacher receive an unsatisfactory performance appraisal, all concerns shall be communicated as per 20.1 above.
- 22.5 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 it entitled to make written comments, if he/she desires. Such documentation and comments will be retained as part of the Occasional Teacher's Personnel File.

- 22.6 Only Supervisory Officers, Principals and Vice-Principals shall evaluate Occasional Teachers.

ARTICLE 23: PERSONNEL FILES

- 23.1 Occasional Teachers' personnel files shall be stored in a secure location within Human Resources in a completely confidential manner.
- 23.2 Upon written request to the Superintendent of Human Resources or designate, an Occasional Teacher shall be given an opportunity to review his/her personnel file at a mutually agreeable time in the presence of the Superintendent of Human Resources or designate, at the Board office.
- 23.2.1 A Teacher shall be entitled upon request to copies of any materials contained in the Occasional Teacher's personnel file, at no cost to the Occasional Teacher.
- 23.3 Any letter of reprimand, suspension or other sanction, or any notes related to such, shall be removed from the personnel file, at the written request of the Occasional Teacher to the Superintendent of Human Resources, two years following the receipt of such a letter, suspension or other sanction provided that the Occasional Teacher's record/file has been clear of any disciplinary letter for the past two years. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.
- 23.3.1 The aforementioned two year sunset clause shall not apply in circumstances wherein an Occasional Teacher has received discipline with respect to an issue that may have led to a complaint under the Child & Family Services Act or discipline related to physical, emotional or psychological harm to students or other employees of the Board. Such disciplinary record(s) shall remain on the Teacher's personnel file.
- 23.3.2 Notwithstanding the aforementioned, a teacher may apply to the Superintendent of Human Resources in writing to

request the removal of such record(s) after two years have elapsed.

ARTICLE 24: JUST CAUSE

- 24.1 No Occasional Teacher shall be transferred or demoted for disciplinary reasons, or disciplined, or discharged, without just and sufficient cause and such cause shall be communicated in writing within five (5) school days.
- 24.2 An Occasional Teacher who is suspended pending the outcome of an investigation shall be paid during the period of the suspension. For an Occasional Teacher not on a long-term assignment, this payment shall be calculated based on the average amount of pay for the Occasional Teacher during the four (4) weeks immediately preceding the suspension.

ARTICLE 25: IDENTIFICATION

- 25.1 For purposes of school security and student safety, the Board will provide all Occasional Teachers with a personal identification tag that must be worn at all times while assigned to a school. The occasional teacher will incur the cost of any replacement tags.

ARTICLE 26: EMPLOYEE ASSISTANCE PROGRAM

- 26.1 Occasional Teachers on the membership list, as per Article 13.3, shall have access to the Board's Employee Assistance Program. This Program shall be at no cost to the Occasional Teacher.

ARTICLE 27: RESOLUTION OF DISPUTES

- 27.1 The parties recognize the importance of ongoing communication and informal discussion in the resolution of disputes. If a complaint cannot be resolved through informal discussion at the school level or through the Occasional Teacher-Board Relations Committee, either party may lodge a grievance as provided herein.

Grievance/Arbitration Procedures

- 27.2 A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision or condition of this collective agreement, including the question of whether a matter is arbitrable.
- 27.3 The parties recognize that each party may elect to be represented by counsel or **representative(s)** of their respective organizations, at any stage of the grievance-arbitration procedure.

Step 1

- 27.4 The Union may submit a grievance, in writing, setting out the facts of the grievance together with the provisions of the agreement claimed to have been violated, to the appropriate Superintendent or designate within twenty (20) school days of the event which gave rise to the grievance, or within twenty (20) school days of the date the grievor(s) should have been aware of the event or the relevant facts. Within ten (10) school days of receipt of the grievance a meeting will be held with the Union and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

Step 2

- 27.5 If settlement is not reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within five (5) school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be provided to the grievor from the Director of Education or designate within ten (10) school days of the meeting.

Policy Grievance

- 27.6 The Union and the board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or Director of Education within fifteen (15) school days of the incident

giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be provided to the grievor from the Director of Education or designate within ten (10) school days of the meeting.

Step 3

- 27.7.1 Failing settlement at STEP 2, the grievor(s) may, within fifteen (15) school days of receipt of the written decision provided therein give the other party written notice of his/her or their desire to submit the grievance to final, binding arbitration.
- 27.7.2 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 of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon request of either party.
- 27.7.3 Notwithstanding any other provision, if the party responding to (1) above desires to proceed to an Arbitration Board, it shall notify the other party within ten (10) school days. Such notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the first party of the second party's appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board. If the two appointees fail to agree upon a Chairperson within the time limit, either party may request the Minister of Labour for Ontario to make the required appointment.
- 27.7.4 The Arbitrator or the Arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding on the parties. In the case of an Arbitration Board, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall be the decision of the Arbitration Board.

- 27.7.5 The arbitration board shall not make any decision which is inconsistent with any Statute or any Regulation made thereunder, or the provisions of this collective agreement, nor which serves to alter, modify or amend any part of this collective agreement.
- 27.7.6 In the event that either party makes an application for expedited arbitration under the Ontario Labour Relations Act, the application and its timing must be in compliance with Section 49 of the Ontario Labour Relations Act, as amended.

Cost of Arbitration

- 27.8.1 In the case of a single Arbitrator, the parties will equally share the fees and expenses of the Arbitrator. In the case of an Arbitration Board, each of the parties will bear the fees and expenses of its own appointee to the Arbitration Board and one-half (½) the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearings of the Arbitrator or Arbitration Board.
- 27.8.2 Throughout all stages of the grievance procedure the parties may have the assistance of occasional teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.

Time Limits

- 27.9.1 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of the parties.
- 27.9.2 One or more of the steps in the grievance procedure may be omitted by the written consent of the parties, in respect of the processing of a particular grievance.
- 27.9.3 If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to be abandoned in the case

of the Initiator and to have been moved forward to the next step in the case of the Respondent.

Grievance Mediation

- 27.10 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 mediator and the time lines for grievance-mediation to occur.

Appendix A

Limestone District School Board Occasional Teacher Performance Appraisal

Teacher Name:	Employee ID:
Assignment:	School:
Supervisor Name:	Date:

Instructions to Administrators:

1. This form should be completed for all Occasional Teachers who request and/or require a performance appraisal. Although the form is to be used for both casual and long-term occasional teachers, the competency statements with an asterisk have been identified as most relevant for casual occasional teachers.
2. Depending on the nature of the Occasional Teacher's assignment, some competencies may not be observed and/or may not be appropriately assessed. All statements are to be considered, where appropriate, for long term occasional teachers.
3. Competencies are to be assessed using the following scale:
S = Satisfactory; ND = Needs Development; and UA = Unable to Assess.
4. As per Board procedure, all new occasional teachers are required to have two performance appraisals completed within their first 45 days of teaching.
5. The appraisal may be completed by a Principal, Vice-Principal or Assistant Vice-Principal.
6. The appraisal may be initiated by the Occasional Teacher and/or the Administrator.

7. Where the appraisal is initiated by an administrator, the teacher should be given at least 48 hours notice of the appraisal.
8. A meeting should be held with the Occasional Teacher as soon as reasonably possible to review the report and offer meaningful feedback.
9. A signed copy of the appraisal must be provided to the Occasional Teacher no later than 15 days after the meeting.
10. The occasional teacher must sign the appraisal to acknowledge receipt of the report.
11. The signed report must be forwarded to the Board office to be placed in the occasional teacher's personnel file.

CORE COMPETENCY	Rating		
	S	ND	UA
COMMITMENT TO PUPILS AND PUPIL LEARNING			
1. Teacher Demonstrates Commitment to the Well-Being and Development of all Pupils			
<ul style="list-style-type: none"> Applies knowledge of how pupils develop and learn physically, socially, and cognitively. 			
<ul style="list-style-type: none"> Responds to learning exceptionalities and special needs by modifying assessment processes to ensure the special needs of pupils are met. 			
<ul style="list-style-type: none"> Shapes instruction so that it is helpful to pupils who learn in a variety of ways. * 			
<ul style="list-style-type: none"> Effectively motivates pupils to improve pupil learning. * 			
<ul style="list-style-type: none"> Demonstrates a positive rapport with pupils. * 			
2. Teacher is Dedicated in their Efforts to Teach and Support Pupil Learning and Achievement	S	ND	UA
<ul style="list-style-type: none"> Assists learners in practising new skills by providing opportunities for guided practice. 			
<ul style="list-style-type: none"> Provides for active pupil participation in the learning process. * 			
<ul style="list-style-type: none"> Employs a balance of pupil-teacher directed discussion/learning. * 			
<ul style="list-style-type: none"> Establishes an environment that maximizes learning. 			
<ul style="list-style-type: none"> Uses a variety of teaching strategies suited to the individual needs of pupils. * 			
3. Teacher Treats all Pupils Equitably and with Respect	S	ND	UA
<ul style="list-style-type: none"> Demonstrates care and respect for all pupils by maintaining and promoting positive interactions. * 			
<ul style="list-style-type: none"> Addresses inappropriate behaviour in a positive manner. * 			
<ul style="list-style-type: none"> Communicates information from a bias free, multicultural perspective. * 			

<ul style="list-style-type: none"> • Values and promotes fairness and justice and adopts anti-discriminatory practices. • 			
4. Teacher Provides an Environment for Learning that Encourages Pupils to be Problem Solvers, Decision Makers, Lifelong Learners, and Contributing Members of a Changing Society	S	ND	UA
<ul style="list-style-type: none"> • Provides learners with appropriate opportunities for independent practice of new skills. 			
<ul style="list-style-type: none"> • Employs effective questioning techniques that encourage higher-level thinking skills. 			
<ul style="list-style-type: none"> • Encourages feedback, risk taking, questioning, and experimentation by establishing a non-threatening learning environment. * 			
<ul style="list-style-type: none"> • Provides guidance and appropriate feedback to learners on attainment of new concepts/skills. * 			
PROFESSIONAL KNOWLEDGE			
5. Teacher Knows the Ontario Curriculum and Education-Related Legislation	S	ND	UA
<ul style="list-style-type: none"> • Teaches the Ontario curriculum by exhibiting an understanding and ability to explain subject areas. 			
<ul style="list-style-type: none"> • Presents accurate and up-to-date information. 			
6. Teacher Knows their Specific Subject Matter (where applicable)	S	ND	UA
<ul style="list-style-type: none"> • Demonstrates mastery of subject knowledge and related skills. • 			
7. Teacher Knows a Variety of Effective Classroom Management Strategies	S	ND	UA
<ul style="list-style-type: none"> • Provides opportunities for pupils to share their interests and demonstrate their involvement in learning. 			
<ul style="list-style-type: none"> • Ensures that all pupils have the opportunity to learn. • 			
<ul style="list-style-type: none"> • Uses appropriate strategies to manage discipline. 			
PROFESSIONAL PRACTICE			

8. Teacher Uses their Professional Knowledge and Understanding of Pupils, Curriculum, Legislation, Teaching Practices, and Classroom Management Strategies to Promote the Learning and Achievement of their Pupils	S	ND	UA
<ul style="list-style-type: none"> Develops clear and achievable classroom expectations with pupils. * 			
<ul style="list-style-type: none"> Models and promotes effective communication skills. * 			
<ul style="list-style-type: none"> Chooses pertinent resources for development of instruction to address pupil needs. 			
<ul style="list-style-type: none"> Uses instructional time in a focused purposeful way. * 			
<ul style="list-style-type: none"> Organizes subject matter into meaningful lessons. 			
<ul style="list-style-type: none"> Assists pupils to develop and use ways to access and critically assess information. 			
9. Teacher Communicates Effectively with Pupils, Parents, and Colleagues	S	ND	UA
<ul style="list-style-type: none"> Provides ongoing feedback to parents through newsletters, bulletins, etc. 			
<ul style="list-style-type: none"> Demonstrates a positive, professional attitude when communicating with parents, pupils, and colleagues. * 			
<ul style="list-style-type: none"> Communicates clear, challenging, and achievable expectations for pupils. 			
10. Teacher Conducts Ongoing Assessment of Pupils' Progress, Evaluates their Achievement, and Reports Results to Pupils and Parents Regularly	S	ND	UA
<ul style="list-style-type: none"> Uses a variety of appropriate assessment and evaluation techniques. 			
<ul style="list-style-type: none"> Engages in meaningful dialogue with pupils to provide feedback during the teaching/learning process. 			
LEADERSHIP IN LEARNING COMMUNITIES			
11. Teacher Collaborates with Other Teachers and School Colleagues to Create and Sustain Learning Communities in their Classrooms and in their Schools	S	ND	UA

<ul style="list-style-type: none"> Learns with and from colleagues and others in the community of learners. 			
<ul style="list-style-type: none"> Participates as an effective team member 			
ONGOING PROFESSIONAL LEARNING			
12. Engages in Ongoing Professional Learning and Applies it to Improve their Teaching Practices	S	ND	UA
<ul style="list-style-type: none"> Identifies areas for professional growth, including attending workshops, appropriate seminars, or courses to respond to changes in education/policies and practices; and effectively applies information to enhance teaching practices. 			

General Comments

Development Strategies

Outline key areas requiring further development and strategies to assist the Occasional Teacher to succeed.

Occasional Teacher's Comments:

Overall Rating of Occasional Teacher's Performance:

Satisfactory

Needs Development

Administrator

Date

Occasional Teacher

Date

This document constitutes the entire agreement between the Federation and the Board and each of the parties intends to rely on their strict legal rights as set out herein. No representations, verbal or otherwise, are intended to be relied on other than those set out in this written agreement.

In witness whereof, the Elementary Teachers' Federation of Ontario, Occasional Teachers' Local have executed this Collective Agreement attested by authorized representative of the Elementary Teachers Federation of Ontario representing Elementary Occasional Teachers employed by the Limestone District School Board.

B. McLaren

W. Williams

In Witness whereof The Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf.

D. Hulse

Ken Lee

Dated this 28 day of May 2009.

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