

**ELEMENTARY OCCASIONAL TEACHER
COLLECTIVE AGREEMENT**

BETWEEN

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

and

THE Elementary Teachers' FEDERATION OF ONTARIO (ETFO)

September 1, 2002 to August 31, 2004

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ARTICLE 1.00 - PURPOSE

1.01

It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all

matters in dispute which may arise between the Parties.

ARTICLE 2.00 - SCOPE AND RECOGNITION

2.01

The employer being the Hastings and Prince Edward District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (EFTO) (hereinafter referred to as "the Union,") as the bargaining agent for all qualified Occasional Teachers employed by the Board in its elementary panel.

2.02

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

2.03

The Board shall notify the Union, in writing of the names of its Negotiating Committee.

2.04

The Board will grant to the Union the equivalent of twenty (20) Days per school year, at the Board's expense, to be used for the purposes related to negotiations or other Union Business. Such released members will receive pay and benefits. Such leave shall not constitute a break in service. Should the Union require more than twenty (20) Days as mentioned above, the Board shall provide further leave and the Union shall reimburse the Board for its actual replacement costs, if any.

2.04 (b)

In addition, the Board shall grant further release time for additional members of the Union. The Union shall reimburse the Board for its actual replacement costs, if any. Such leave shall not constitute a break in service.

2.05

The Board will recognize a Grievance Officer to represent Elementary Occasional Teachers employed in the elementary panel for the purposes of administering grievances.

2.06

The Union and the Board recognize the right of each other to receive assistance from a duly authorized representative to assist in all matters pertaining to the negotiation and administration of this Agreement.

2.07

When a member of the Occasional Teacher bargaining unit is elected or appointed to the position of Local President, that Occasional Teacher shall be paid the appropriate rate on the Elementary Teachers' grid according to his/her QECO rating and recognized years of experience and the Board will bill the Federation to recover the cost.

2.08

The Board will recognize a Health and Safety Representative for the Union and will provide the release time required to be a member of this committee at Board expense.

2.09

In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.

2.10

The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent Occasional Teachers in a particular area/unit/workplace or combination of areas/units/workplaces on behalf of the Union now called Occasional Teacher Stewards.

2.11

The Board shall provide an Occasional Teacher mailbox at each school to facilitate communication with Occasional Teachers.

2.12

The Board shall provide the Union with access to the Board's internal mail services.

2.13

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

2.14

The Union shall be allowed to carry out Union business on the Board's premises outside of regular school hours subject to the Board's Community Use of Schools' Policy.

2.15

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.

2.16

The Board shall supply the Union with a list that reflects the Home School designation.

2.17

The Board will offer all Occasional Teachers e-mail service for educational and administrative purposes.

ARTICLE 3.00 - DEFINITIONS

3.01

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

3.02

A Long Term Occasional Teacher shall mean a teacher who is replacing the same regular teacher for a period of ten (10) Days or more.

3.03

Casual Occasional Teacher shall mean a teacher who is not a Long Term Occasional

Teacher.

3.04

“List” shall mean a list of all Occasional Teachers who have been accepted by the Board to teach in the elementary panel and who are members in good standing with the Ontario College of Teachers.

3.05

“Board” shall mean the Board and its predecessors.

3.06

“Day” shall mean a school day, unless otherwise stipulated.

3.07

“Leave” shall mean a period of more than forty (40) consecutive Days for which an Occasional Teacher is unavailable to teach. Such leave shall be indicated to the Board and the Union in writing or by email.

ARTICLE 4.00 - UNION DUES AND ASSESSMENTS

4.01

The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of the Elementary Teachers’ Federation of Ontario 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.

4.02

The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted, and the number of Days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a computer print out of this information, the Board shall, where available, provide the information in electronic form.

4.03

All Occasional Teachers on the List, as a condition of employment, shall be members in good standing with the Union and the Ontario College of Teachers.

4.04

It shall be the responsibility of Elementary Occasional Teachers to provide the Board with their Ontario College of Teachers’ Certificate of Qualification.

Payroll Deduction

4.05

At the request of the Union, the Board shall make the appropriate payroll deductions from an Occasional Teacher’s pay for the purposes of a Local Union Levy.

4.06

This Local Levy shall be directly deposited to the Union account each month.

4.07

Notice of such payment shall be accompanied by a levy submission list showing the names and levy deducted for each Occasional Teacher from whose wages these deductions have been made.

ARTICLE 5.00 - RIGHTS AND RESPONSIBILITIES

Exercise of Rights

5.01

The Board agrees that its rights and responsibilities shall be exercised in a manner consistent with this Collective Agreement and the prevailing statutes.

Statutory Responsibilities

5.02

The Board agrees to comply with the Labour Relations Act, the Education Act, the Employment Standards Act, the Ontario Human Rights Code and any other applicable statutes governing education and employment, and all regulations thereunder.

No Penalty

5.03 (a)

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

5.03 (b)

In the event that any employees of the Board, other than those covered by this agreement, engage in a lawful strike and/or maintain a picket line, employees covered by this agreement shall not be required to perform work done by those employees.

No Discrimination

5.04

There shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced against an employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, or handicap, as these are defined under the *Ontario Human Rights Code* as amended, or because of participation in the activities of, or membership in, the Union.

Harassment

5.05

It is the obligation of the Board to ensure that every Occasional Teacher is free from harassment in the working environment.

Evaluations

5.06

Only Supervisory Officers, Elementary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence.

5.07 (a) (i)

Long Term Occasional Teachers shall be evaluated at the request of the Occasional Teacher following the evaluation procedures as developed by the Board.

5.07 (a) (ii)

Casual Occasional Teachers, who have taught in a school for a minimum of ten (10) Days, and have provided a minimum of five (5) Days notice to the Principal, shall be evaluated at the request of the Occasional Teacher during a period of time acceptable to both parties.

5.07 (a) (iii)

It is understood that a Principal may evaluate an Occasional Teacher at the Principal's discretion, or at the request of the Human Resources Officer, according to the Board's evaluation procedures as developed by the Board.

5.07 (b)

The method of evaluating Occasional Teachers shall be reviewed annually by the Occasional Teacher/Board Relations Committee.

Just Cause

5.08 (a)

No Occasional Teacher shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated in writing within five (5) Days.

5.08 (b)

Prior to imposition of any actions listed in 5.08 (a), there shall be a meeting held between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have the right to have a representative of the Union present. This meeting shall be convened within five (5) Days of the administration becoming aware of the need to call such a meeting.

Termination of Long Term Assignments

5.09

The Board shall give the Occasional Teacher a week's notice of the termination of a Long Term assignment, or a week's pay in lieu of notification, provided that the original teacher returns.

Board to Provide Insurance

5.10

The Board shall provide 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 this Collective Agreement.

Criminal Record Checks

5.11

The Board shall initiate a criminal record check for an Occasional Teacher only if required by, and only in accordance with, the provisions of the Education Act. Any individual who is subject to this requirement shall be given notice that the Board intends to initiate such a process.

ARTICLE 6.00 - ACCESS TO INFORMATION

6.01

The Board agrees to abide by the provisions of the *Freedom of Information and Protection of Privacy Act*, and all prevailing statutes governing personal privacy in Ontario and all regulations

thereunder.

Personnel Files

6.02

The only non-medical personnel file respecting an Occasional Teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the Occasional Teacher for inspection in the presence of a Board Human Resources Officer at any reasonable time during the regular working hours of the department.

6.03

An Occasional Teacher shall be entitled, upon request, to copies of any material contained in her/his personnel file.

6.04

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

6.05

Copies of any document respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher within five (5) calendar Days of the writing of such document and at least five (5) Days prior to the document being filed.

6.06

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

6.07

Occasional Teachers shall receive copies of any materials placed in their personnel file within five (5) calendar Days of the material being filed.

6.08

An Occasional Teacher shall have the right to place material in her/his personnel file.

6.09

An Occasional Teacher shall be entitled to correct inaccuracies or errors in documents contained in the personnel file or to append notices of corrections or inaccuracies to documents within the file which possess errors or inaccuracies.

6.10

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 the decision. The amended information shall be sent to all persons who receive the report based on inaccurate information within 5 calendar Days.

6.11

In the event the report is amended, all copies of the original report shall be destroyed and replaced by the amended report.

6.12

An Occasional Teacher may be accompanied by a witness of her/his choice when accessing the personnel file.

6.13

Upon the teacher's request, material shall be removed from an Occasional Teacher's personnel file after two (2) years and returned to the teacher provided there have been no other disciplinary documents added to the file during the two year period. No material removed from an Occasional Teacher's file shall be referred to or used against the Occasional Teacher in any way.

6.14

The Board shall keep any medical information in separate files accessible only to appropriate health care professionals and the Occasional Teacher.

6.15

The Board shall provide to the Union copies of any agendas, minutes and support documents prior to all Board meetings.

6.16

Within ten (10) Days of the request the Union shall have access or be furnished with a copy of any data relevant to the negotiation and administration of the Collective Agreement including, but not limited to, the following:

- (a) A statement of the current operating budget, including any school-by-school or Board-wide allocations for Occasional Teachers;
- (b) A statement of the current operating expenditures;
- (c) The number of Occasional Teachers participating in each benefit plan covered by this Agreement and the current premium cost of that participation;
- (d) Information on staffing, class size, and enrollment;
- (e) Any documents received from government sources which relate to the funding and operation of the Board;
- (f) The following information as it relates to new elementary positions:
 - (i) The total number of applications
 - (ii) The number of Occasional Teachers who applied

- (iii) The total number interviewed
- (iv) The number of Occasional Teachers interviewed
- (v) The total number of teachers hired
- (vi) The total number of Occasional Teachers hired.

Time lines can be adjusted by mutual agreement.

6.17

The Board shall provide copies of all Board policies and procedures to the Union.

6.18

When revisions are submitted to the Board or school administration, for information or approval, a copy shall be provided to the Union.

ARTICLE 7.00 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

7.01 (a)

The Board shall provide the Union with twenty-five (25) copies of the Collective Agreement.

7.01 (b)

The Board shall post the ETFO Occasional Teachers' Collective Agreement on the Board's Secure Website within thirty (30) Days of ratification.

7.01 (c)

The Board agrees to provide a hard copy of the Collective Agreement to each Occasional Teacher who does not have access to the Board's Secure Website.

7.02

The Board shall provide a copy of the current Collective Agreement to the Principal of each elementary school under the jurisdiction of the Board.

7.03

Each applicant, when accepted on the The List, shall be provided with a copy of this collective agreement.

7.04

The Board shall provide a copy of the current collective agreement to be kept in the Occasional Teacher mail box of each elementary school under the jurisdiction of the Board.

7.05 (a)

The Board shall distribute information packages to all Occasional Teachers newly added to the List. One such package will be supplied by the Union. The other one will be the Board's current New Teacher Orientation package with suitable modifications for Occasional Teachers.

7.05 (b)

The Board shall provide each Occasional Teacher on the List with a current school

upon being newly accepted on the List.

7.05 (c)

Within five (5) Days of their request, Occasional Teachers shall be provided with confirmation of their SEMS profile as entered in the system.

7.06

The cost of printing of the Collective Agreement shall be shared equally between the Union and the Board.

ARTICLE 8.00 - THE LIST

8.01

An Occasional Teacher must be qualified to teach in Ontario, and hold a current Certificate of Registration from the Ontario College of Teachers to be eligible for inclusion on the The List.

8.02 (a) (i)

For the school year 2003-2004 the following shall apply: The maximum number of Occasional Teachers on Level 1 and Level 11 combined shall be 30% of the number of full-time Elementary Teachers employed by the Board as of September 1st of each school year. This number is exclusive of those in Long Term assignments that are 50% F.T.E. or more and six (6) months or longer in duration or those on a full year leave.

8.02 (a) (ii)

The maximum number of Occasional Teachers in Level 111 shall be 12% of the number of F.T.E. Elementary Teachers employed by the Board as of September 1st of each school year.

8.02 (b)

The Board may request of the Union that the number of names on the The List be increased to maintain a sufficient pool of names for casual assignments. Pursuant to such a request, the number of names on the List may be increased, but only with the written consent of the Union, and only to the extent that the Union permits.

8.02 (c)

The Union has the right to stipulate that, as of a date of its choosing, no new names may be added until the number of names on the List falls below the maximum number.

8.02 (d)

The onus is on the Board to add to the List only those Occasional Teachers who would be qualified and competent to be assigned to the Long Term occasional positions or vacant elementary teaching positions.

8.03

Additions to the List shall be made during or after September for the current school year and from time to time as the need arises in consultation with the Union. Such additions will address the emergent geographic, subject area, and grade level needs.

8.04

The List shall provide a summary of the data on the Agreement to Teach Form including, but not

that the Occasional Teacher is qualified to teach, number of Days or specific Days of the week the Occasional Teacher is available to work, and specific schools where the Occasional Teacher has been assigned, Long Term teaching assignments and the expected expiry date of the said assignments, Home School designation, and interest in long term or contract positions.

8.05 (a)

An Occasional Teacher shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

8.05 (b)

The Board shall allow an Occasional Teacher to remove her/his name, without prejudice, from a school list during the school year. Any Occasional Teacher may, however, at any time ask to be considered for placement on another school list. The Board shall consider such requests. The request must be in writing.

8.05 (c)

The Board shall allow an Occasional Teacher on a part-time Long Term assignment to be added to the call out rotation used in that location on a temporary basis.

8.06

The Board will provide the Union with copies of the Agreement to Teach Forms, the List and mailing labels, as updates are completed.

8.07

The Board agrees to review the composition of the List to ensure that it contains only the names of those Occasional Teachers actively seeking assignments. The List shall contain appropriate numbers of teachers to cover geographic, subject area and grade level needs.

8.08

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

1. For just and sufficient cause.
2. At the request of the Occasional Teacher **in writing or by e-mail**
3. For failure to return the Agreement to Teach form by June 30.
4. For failure to teach at least one (1) full Day in the previous year without applying for a leave of absence from The **List**
5. For refusal of four (4) assignments within a period of twenty (20) **consecutive Days** without reasonable grounds for refusing such assignments.
6. For being unreachable for assignments during a period of twenty (20) **consecutive Days** without first notifying the Board of a planned period of unavailability **by entering such information into SEMS.**

8.09

Occasional Teachers who are included on the The List shall make themselves available for assignments or shall provide reasonable grounds for refusing such assignment.

8.10

At the expiry of a Long Term Occasional assignment, if the number of Casual Occasional Teachers is at the maximum, the Long Term Occasional Teacher may return to the casual

designation but no other Teachers may be added to the List until the number on the List is below the maximum.

8.11 (a)

An Occasional Teacher on a Long Term Occasional Assignment with another Board/Panel shall be granted a leave of absence upon written request.

8.11 (b)

The Board may add another Occasional Teacher to the List to replace the Occasional Teacher on such leave for the duration of the leave.

8.11 (c)

Such leaves of absence and replacements shall be reported to the Union as a change to the List.

ARTICLE 9.00 - CALLING OF OCCASIONAL TEACHERS

9.01 (a)

All Occasional Teachers must complete an Agreement to Teach Form, provided by the Board. (Appendix B)

9.01 (b)

Occasional Teachers shall indicate on the Agreement to Teach Form:

- 1. Preference for up to eight (8) schools in which the Occasional Teacher wishes to teach**
2. Times of the day and/or Days of the week available
3. Divisions acceptable
4. Special classes, i.e.: French, Special Education
5. Qualifications and certification
6. Availability for Long Term assignments
7. Availability for full or part-time elementary positions
8. Home School designation for Board or Union correspondence
- 9. If they are a retired teacher**
- 10. The Agreement to Teach Form shall indicate a return date of June 30th.**

9.01 (c)

For the school year 2003-2004, the following definitions represent the current process:

Level 1 represents first call out Occasional Teachers who have selected a minimum of five (5) schools and have indicated subject and grade level restrictions.

Level 11 represents second call out Occasional Teachers.

Level 111 represents all other Occasional Teachers who are called only after Level 1 and Level 11 and only the night before or the morning of an assignment.

9.02

Each school shall have assigned to it, wherever possible, a school list that represents up to

be filled from those Occasional Teachers assigned to the school list. Only if all Occasional Teachers on the school list have been contacted and are unavailable shall the automated calling system go beyond that particular school list to fill the assignments. This clause is in accordance with Article 9.08.

9.03

Occasional Teachers shall be placed on school lists following procedures as developed by the Board in consultation with the Union.

9.04 (a)

Assignment of the Occasional Teachers to the list at any particular school shall be the responsibility of the Board.

9.04 (b)

The Board's method for placing Occasional Teachers on the school list will be annually reviewed by the Board in consultation with the Union.

9.05

Procedures regarding calling of Occasional Teachers shall be reviewed annually by the Board in consultation with the Union.

9.06

Upon request, the Board shall provide to the Union:

- (a) The records of all calls by the automated calling system (SEMS) and data collected.
- (b) The use and assignments of unqualified personnel.
- (c) Information about calls and data under the procedure outlined in Article 10.03 (b) and (e)

9.07

The Board shall mail Agreement to Teach Forms to all Occasional Teachers on the current List by June 1st of each year. Occasional Teachers must return the completed forms by June 30th to stay on The List for the following year. Any Occasional Teacher wishing to transfer to another school list may change preference at this time.

9.08

The Board agrees that only a qualified Elementary Occasional Teacher from the List shall replace a regular teacher who is absent, unless no qualified Elementary Occasional Teacher is available.

ARTICLE 10.00 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS

10.01 (a)

In order to be eligible for posted Long Term Occasional teaching assignments, elementary Occasional Teachers on the List must have taught a minimum of fifty (50) full-time equivalent Days under the terms of this Collective Agreement within the previous two (2) year period and indicated on their Agreement to Teach Form their willingness to accept Long Term assignments. Exemptions may be granted by mutual consent of both the Board and the Union.

10.01 (b)

Long Term Occasional positions with a predetermined absence period of two (2) months or

Board's secure website. A copy of the posting shall be forwarded to the Union.

10.01 (c)

When hiring for Long Term Occasional teaching positions, the Board shall first consider applications received from qualified members of the Bargaining Unit. It is understood that Long Term Occasional positions may be simultaneously posted, both internally and externally, and that Occasional Teachers who have already accepted Long Term assignments, for some or all of the period covered by the posted assignment, are not eligible to be considered for the position.

10.01 (d)

All qualified Occasional Teacher applicants shall be considered for an interview. When more than five (5) Occasional Teachers apply, the Board shall short-list a minimum of five (5) qualified candidates for interview purposes. Unsuccessful candidates who were interviewed for Long Term positions shall receive an oral debriefing upon request.

10.01 (e)

Should there be no suitable internal applicants interviewed, the Board will seek an external applicant whose name shall be added to the List.

10.02

Occasional Teachers who are currently teaching in posted Long Term assignments that have not concluded by the commencement date of the new assignment shall not be eligible to apply for the new Long Term position.

10.03

The following procedures shall apply to all Casual and Long Term Occasional Teachers:

10.03 (a) (i) Absences from one (1) to five (5) Days shall be filled by the automated calling system (SEMS) according to Article 9.08 of this agreement.

(ii) An Occasional Teacher in a casual assignment, that becomes a multi Day vacancy, shall continue in the assignment subject to the consent of the Principal and the Occasional Teacher.

10.03 (b) Absences from six (6) Days to less than two (2) months shall be filled by the Principal utilizing a rotational calling process. Principals, **with assistance from our SEMS Operator**, will call the Level 1 Occasional Teachers assigned to their school. If the **Principal, or SEMS Operator**, is unable to fill the vacancy from the Level 1, the vacancy will be filled from Level 2.

***Note: any reference to levels is part of a review as per 9.01 (c).**

(c) In the event that a Casual assignment becomes an LTO assignment, either party may terminate the assignment with five (5) Days notice as per Article 5.09 (b).

(d) In the event that an LTO assignment is terminated and there is still no known end

date, the Principal shall fill the position according to the procedure in Article 10.03 (b) of this agreement.

(e) In the event that an LTO assignment is terminated, the end date is identified and the assignment is two months or longer, the position shall be posted according to the procedure in Article **10.01 (b)**.

10.04

In the event that a teacher who has returned from an absence is unable to successfully carry out her/his responsibilities, the Occasional Teacher who originally replaced that teacher will then be given the right of first refusal to resume the Long Term assignment.

10.05 (a)

Occasional Teachers will not be expected to complete report cards unless they have been in any assignment for at least six (6) weeks prior to the due date of the report cards.

10.05 (b)

When Occasional Teachers must complete report cards they will be able to have the necessary training and one (1) Day paid release for completion of these report cards.

10.07

The Board will provide, to the Union, the details of all LTO assignments including the school, the length of the LTO and the Occasional Teacher placed in the assignment.

ARTICLE 11.00 - JOB VACANCIES: ELEMENTARY TEACHING POSITIONS

11.01 (a)

Prior to external advertising, the Board shall attempt to fill elementary teaching vacancies subject to the following procedures:

- (i) The Board shall post elementary vacancies for seven (7) Days prior to the closing date in all elementary schools and on the Occasional Teachers' Hotline as well as the Board's secured website. A copy of all postings shall be forwarded to the Union.
- (ii) All applications from Occasional Teachers on the List shall be screened according to the Board's current Recruitment Practices and Procedures Booklet. Successful candidates shall be advised of an interview. An opportunity for debriefing shall be granted to unsuccessful candidates upon request.**
- (iii) The Board will notify Occasional Teacher candidates when they are successfully placed on the Preferred Hiring List.**
- (iv) Once Occasional Teachers have been placed on a Preferred Hiring List, they shall stay on it until they have filled a job vacancy or until the Board informs them in writing that they are no longer on the Preferred Hiring List.**

11.01 (b)

Only after Occasional Teachers have been short listed for interviews (as in 11.01(a)(ii) above) shall the Board advertise externally.

- (i) Elementary Occasional Teachers shall be interviewed in conjunction with external applicants.

(ii) The parties may agree to alter the process by mutual consent

11.02 (a)

The Board shall provide the Union with a current copy of the Recruiting and Hiring Policy.

ARTICLE 12.00 - SALARY

The following rates of pay shall apply:

12.01 (a) (i) Effective January 1, 2004 the daily rate of pay shall be 1/194 of 97% of category A1-0 years of the Hastings and Prince Edward Elementary Teachers' grid in effect as of that date.

(ii) Any retroactivity in effect for the Teachers' grid shall also apply to the daily rate for Casual Occasional Teachers and the grid rate for Long Term Occasional Teachers.

(iii) Retroactivity shall apply in cases when settlement of a Collective Agreement is reached following the expiry date of the current agreement in force.

Long Term Occasional Teachers

12.01 (b)

Long Term Occasional Teachers shall be placed on the Board's salary grid for Elementary Teachers in accordance with the recognized teaching experience and released Federation experience and category placement effective on the tenth (10th) consecutive day of teaching retroactive to the first (1st) day that the assignment began. A copy of the current Teachers' grid will be made available to the Union.

12.01 (c)

Where a Long Term Occasional Teacher is employed on a Day where the school is closed due to special climatic or catastrophic conditions, the Occasional Teacher shall be paid for the scheduled assignment.

12.01 (d)

The continuous employment of an Occasional Teacher shall be deemed unbroken in the event of an emergency school closure or a Non-Instructional Day. Where applicable, the Occasional Teacher shall attend the professional activity.

12.02

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 Casual Occasional Teacher be paid for less than one-half (1/2) Day.

12.03 (a)

Occasional Teachers not using pay sheets shall be paid bi-weekly in accordance with the pay date schedule as agreed to in the Elementary Teachers' Agreement.

12.03 (b)

Occasional Teachers using pay sheets shall be paid bi-weekly in accordance with the pay date schedule sent by the board to the Occasional Teachers and the Union by August 15th for the upcoming year.

12.04

For all Occasional Teachers, the statement of earnings shall indicate the number of Days worked

Occasional Teacher.

12.05

A Record of Employment for Occasional Teachers will be issued by the Board by the third Friday in July. Occasional Teachers will receive a Record of Employment at the end of the school year upon request. Requests for Records of Employment shall be forwarded to the Board no later than June 30th.

EXPERIENCE CREDITS

12.06 (a)

For purposes of grid placement, Elementary Occasional Teachers, who qualify, shall be credited with professional experience for all previous approved and certified teaching and released Federation experience up to and including, but not exceeding, the maximum salary level appropriate for their qualifications.

12.06 (b)

Approved and certified teaching experience is defined as full-time teaching in a publicly supported school, a provincial school, or at the discretion of the Director of Education, in a privately supported school.

12.06 (c)

Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Minister of Education of Ontario, or any Teachers' College or College of Education under the Minister of Education of Ontario, in a University, or with the Ontario Manpower Retraining Program will be admitted in a regular certified program as approved and certified experience for salary allowance purposes provided that the Elementary Occasional Teacher was in possession of an Ontario Teaching Certificate for the period(s) involved.

12.06 (d)

For the purpose of grid placement, one (1) year of teaching experience shall be granted for every instance where a certified Occasional Teacher:

- (i) replaced one absent teacher for an unbroken period of not less than five (5) months
OR
- (ii) taught during separate contractual periods that add up to five (5) months or more in any school year OR
- (iii) taught a total of 175 occasional teaching Days within three (3) consecutive school years.

The Occasional Teacher shall provide appropriate evidence of teaching experience to the Board.

12.06 (e)

Fractions of increments for approved and certified experience are not paid but where such teaching experience accrued in accordance with Article 12.06 (b) (c) (d) that includes a fraction of ½ of a school year (5 school months) or more a full increment shall be paid.

12.07

Grid placement will be determined following the same policy and procedure as regular

elementary teachers. These procedures shall be provided to the Union.

12.08

Each Occasional Teacher's category classification on the salary grid shall be determined by the application of the current QECO Program.

Category Classification

12.09 (a)

It shall be the sole responsibility of the Elementary Occasional Teacher to provide the Board with documentary proof in the form of a Qualifications Evaluation Council of Ontario Certificate Rating Statement as well as proof of experience to determine placement on the salary grid.

12.09 (b)

Teachers who are not in possession of a category rating from the Qualifications Evaluation Council of Ontario and who have made application, must submit a photocopy of their completed application to the Human Resources Officer-Staff Attendance. These Occasional Teachers will be paid according to their verified years of experience at Category A1. Upon receipt of their official rating, they will receive retroactive pay back to the date the completed application was received in Human Resources.

12.09 (c)

Occasional Teachers who are in possession of a category rating from QECO and who have made application to upgrade their category rating, will receive retroactive pay back to the date the completed application was received in Human Resources.

ARTICLE 13.00 - WORKING CONDITIONS

Information Folder

13.01 (a)

The Union shall produce an Occasional Teacher Information Folder in consultation with the Board.

13.01 (b)

The Board shall recommend the use of the approved model Occasional Teacher Information Folder. (Appendix C)

13.01 (c)

This model shall be reviewed as needed.

Timetable

13.02

The assignment for Long Term Elementary Occasional Teachers shall be the same as that of the teacher who is being replaced. Casual Elementary Occasional Teacher assignments shall be full-day or half-day assignments only.

13.03

The Board agrees that the primary responsibility of the Occasional Teacher is to fulfill the teaching duties of the elementary teacher being replaced and further agrees that support from the school administration in providing supervision and maintaining discipline shall be provided.

13.04 (a) Effective March 1, 2004

When an Occasional Teacher determines that he/she is unable to carry out supervision duty prior to the start of an assignment because of a need to prepare for the assignment, the Occasional Teacher shall so inform the office. The Principal shall arrange for an exchange of duty for another time during the assignment.

13.04 (b)

The Board will make every effort to inform the Occasional Teacher of any supervision duties when the assignment is booked.

13.04 (c)

The Principal shall provide for an exchange of supervision duties for an Occasional Teacher who teaches in more than one school in a given Day when the Occasional Teacher has a noon hour supervision duty in either school, excluding extraordinary circumstances.

13.05

Notwithstanding 13.04 (a) and 13.04 (c), and the need for flexibility due to extraordinary circumstances, the timetable and the responsibilities assigned to an Occasional Teacher shall be the same as the posted timetable and responsibilities of the teacher who is being replaced, subject to conditions set out in this agreement and remain unchanged, unless changed through mutual agreement between the Principal and the Occasional Teacher.

Lunch Period

13.06

The Board shall provide each Occasional Teacher with an uninterrupted period for lunch, free from duty of at least forty (40) minutes per Day.

Travel Allowance

13.07

Where a teacher who is receiving a travel allowance under Board Policy is replaced by an Occasional Teacher, the same allowance shall be paid to the Occasional Teacher through the length of the assignment.

13.08

In respect of other travel authorized by the Board, an Occasional Teacher shall receive reimbursement at the Board approved rate for academic personnel.

Income Tax Verification of Personal Expenditures T. D. 2200

13.09

Under existing Income Tax legislation recognized resources purchased by teachers to enable them to provide programs for students for whom they are responsible will be acknowledged by the Superintendent of Finance. It is the responsibility of Occasional Teachers to obtain the appropriate T.D. 2200 forms from their taxation office. Appropriate forms will be signed by the Superintendent of Finance.

ARTICLE 14.00 - MEDICAL PROCEDURES

Not Responsible for Diagnosis or Medication

14.01

No Occasional Teacher will be required to carry out any medical/physical procedures

14.02

The Board recognizes the right of any Occasional Teacher to refuse to be assigned to administer medication or perform any medical/physical procedures.

14.03

In the event of a medical emergency, an Occasional Teacher may perform such procedures as are necessary to the safety and well-being of the child.

14.04

No Occasional Teacher shall be discharged, penalized or disciplined in any way for making a complaint related to health and safety or refusing to be designated to administer medication or perform any medical/physical procedures.

14.05

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.

14.06

To the extent possible, the Board shall use appropriately trained non-teaching personnel to perform any of the function outlined in Article 14.01.

Occupational Health and Safety

14.07

The Board is committed to ensure the safety of Occasional Teachers.

14.08

In accordance with relevant legislation the Board operates an Academic Health and Safety Committee.

14.09 (a)

The Board shall ensure that Occasional Teachers are made aware of administrative information, policies, and procedures.

14.09 (b)

Schools will ensure that Occasional Teachers have access to information on the following:

- i) Emergency Measures Plan**
- ii) School and Staff Safety Plan**
- iii) Safety Regulations and the Academic Health and Safety Committee Input Process**
- iv) Safe Schools Policy**

ARTICLE 15.00 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

Occasional Teacher's Services Not Required

15.01

An Occasional Teacher who is called for a half Day assignment, who reports, and who finds that his/her services are not required shall be paid a half-Day's pay for reporting for duty.

15.02

If the Occasional Teacher has been called in for a full-Day assignment, he/she shall be paid a full- Day's pay for reporting for duty.

Late Calls

15.03

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.

Emergencies

15.04

In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers shall be paid full pay at the applicable rate of pay. This closure shall not interrupt the continuity of an assignment.

Cancellations

15.05

The Board shall give as much notice of cancellation of a pre-arranged assignment as possible.

ARTICLE 16.00 - VOLUNTARY LEAVE OF ABSENCE

16.01 (a)

Any Occasional Teacher on the List may request that his/her name be removed from the List for a period up to and including one school year.

16.01 (b)

This request shall be forwarded to the Union and the Board in writing or by e-mail.

16.02

The Occasional Teacher's name shall be returned to the **List** at the end of the leave or at an earlier date as requested by the **Occasional Teacher**. Failure to return to occasional teaching would result in the **Occasional Teacher's** name being removed from the **List**.

16.03

Such leaves may be LTO by mutual consent of the Board and the teacher.

ARTICLE 17.00 - SHORT TERM LEAVES OF ABSENCES

17.01(a)

A Long Term Occasional Teacher shall be entitled to sick leave Days equal to ten (10) percent of the number of Days in the assignment.

For the purposes of clarification, a Long Term Occasional Teacher shall not receive a credit of more than two (2) sick leave Days for each twenty Days of teaching during an assignment. Occasional Teachers working less than a full-time assignment shall be pro-rated for sick leave credits during the assignment.

17.01 (b)

Unused sick leave will be cumulative from one Long Term assignment to another during the school year but may not be carried forward to the next school year.

Sick leave credits accumulated under this Agreement shall be added to sick leave credits accumulated as a teacher under the Board's regular Elementary or Secondary Teachers' Collective Agreements.

17.03

The sick leave credits accumulated by each Long Term Occasional Teacher shall be reduced by one Day for each Day of absence due to illness or injury. Such an Occasional Teacher shall produce evidence of injury or illness satisfactory to the Board for absences exceeding five (5) consecutive Days.

17.04

If a Long Term Occasional Teacher is appointed to the permanent staff of the Board for the ensuing school year without an intervening break in employment, then the employee shall carry forward as a credit any accumulative sick leave balance as of the preceding June 30th.

17.05

A Long Term Occasional Teacher shall be granted a leave of absence occasioned by one or another of the circumstances provided hereunder and, when applicable, for the time limit set forth. None of these leaves shall constitute a break in service, and during these leaves Long Term Occasional Teachers shall continue to accumulate credit for teaching experience and any other relevant entitlements under this Collective Agreement.

17.06

Provisions in Article 17 shall apply to all Long Term Occasional Teachers in an assignment with a predetermined start and end date and for Long Term Occasional Teachers in assignments without a predetermined start and end date, following completion of two (2) months in the same assignment.

Code 1 - Absence with pay - deductible from sick leave credits

- (a) Self illness
- (d) Workplace Safety and Insurance

Code 2 - Absence with pay - items not deductible from to sick leave account

- (a) An absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon her/his duties.
- (b) Juror service or by reason of a subpoena being witness in any proceeding to which the teacher is not a party to one of the persons charged, provided that the teacher pays to the Board any fee exclusive of traveling allowances and living expenses the teacher received as a juror or as a witness. (The Education Act, Section 231 (5), 1974, Rev. 1980)
- (c) (i) An absence for up to three (3) Days for a death in the family, or for the death of a person who stands in the place of a family member. It is understood that spouse includes common-law and same-sex partners.
 - (ii) Funerals of other than the immediate family, up to one Day of bereavement.
- (d) Provide up to one-half Day or full Day away from work to attend a post-secondary

examination.

- (e) Provide up to one-half or full Day away from work for the purpose of attending one's own post-secondary graduation, or attendance at the post-secondary graduation of members of the immediate family.
- (f) Absence due to inclement weather as approved by the supervisor.
- (g) Provide up to one-half Day or one full Day for weddings of members of the Occasional Teacher's immediate family or for the Occasional Teacher's own wedding.
- (h) Absence from the work due to the introduction by the Board of chemicals into the work environment on condition that upon advance notice an alternate work location has not been refused. Illness must be supported by a medical practitioner's certificate.
- (j) For illness in the immediate family to a maximum of three (3) Days per school year
- (k) Up to one (1) Day for attending the birth of the Occasional Teacher's child/grandchild/surrogate child.

Code 3 - Absence without pay - items not deductible to sick leave account

- (a) Moving to a new place of residence but leave granted for moving shall not exceed one (1) Day in any year which shall be the actual Day of moving.

ARTICLE 18.00 - PREGNANCY/PARENTAL LEAVE

18.01

Pregnancy and Parental Leave shall be granted upon written request in accordance with the *Employment Standards Act*.

18.02

During Pregnancy, Parental and General Leave, the Elementary Occasional Teacher's name shall be noted as "Inactive" on the List. The Elementary Occasional Teacher's name shall be returned to "Active" on the List at the end of the leave, upon written notification by the Elementary Occasional Teacher to the Board.

18.03

Any Occasional Teacher who qualifies for Employment Insurance Benefits by virtue of having actively worked for the Hastings and Prince Edward District School Board shall be granted pregnancy leave of at least 17 weeks and a parental leave of at least 35 weeks or such shorter leave as the teacher requests.

Supplemental Employment Benefit

18.04

The plan is to supplement the Employment Insurance Benefits received by Occasional Teachers for

- (a) (i) Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive payment under the plan.
- (ii) The Supplemental Employment Benefit is payable for a period during which an Occasional Teacher is not in receipt of Employment Insurance if the only reason for non-receipt is the claimant is serving the two week Employment Insurance waiting period.
- (b) The Board will pay 95% of the Allowable Employment Insurance Commission (E.I.C.) benefit of the Occasional Teacher on pregnancy leave, for the two week Employment Insurance Commission (E.I.C.) waiting period.
- (c) Supplemental Employment Benefit payments will be kept separate from payroll records.

ARTICLE 19.00 - BENEFITS

19.01

Long Term Occasional Teachers who have agreed to teach at least sixty (60) consecutive Days for one teacher, in a predetermined assignment, and Long Term Occasional Teachers who have completed sixty (60) consecutive Days for one teacher in an assignment without a predetermined start and end date shall be entitled to participate in Life Insurance, LTO Health and Dental Plans available to Elementary Teachers as set out in the current Elementary Teachers' Collective Agreement, subject to the terms and conditions of the Insurance Policy. Payment of the premiums necessary to enrol Elementary Occasional Teachers shall be in the same percentages as stipulated in the Collective Agreement between the Board and the Elementary Teachers. Any Occasional Teacher having selected benefits who then chooses to withdraw from the plan, shall not be eligible for reinstatement for the balance of the current school year. An Occasional Teacher who has completed his/her assignment may retain these benefits, at the Occasional Teacher's own expense, until the end of the school year.

19.02

Occasional Teachers who worked a minimum of sixty (60) Days for the Board in the previous school year and who remain available to teach at least sixty (60) Days in the current school year shall, subject to the conditions set out below, be eligible to enrol and participate in the following benefit plans:

- (a) Group Life Insurance Plan

\$25,000 Coverage plus \$100,000 Accidental Death and Dismemberment.

- (b) LTO Health Care
 - Includes Private and Semi-Private Coverage
 - Vision Care
 - Drug Plan
 - Deluxe Out-of-Province Coverage

- (c) Dental

Basic Dental Plan - **including** -
Rider 2-Dentures
Rider 3-Orthodontics
Rider 4-Restorative
Current minus 1 year ODA fee

Application and Eligibility

19.03 (a)

Each eligible Elementary Occasional Teacher shall, not later than June 30 each year, contact the Benefits Co-ordinator for a Benefits Election Form.

19.03 (b)

An eligible Elementary Occasional Teacher who elects to participate in the Employee Benefits Plans shall be a participant in the plan or plans from September 1 to the following August 31 providing that the eligible Elementary Occasional Teacher:

- (i) remains on the List;
- (ii) remains available to work at least sixty (60) Days as an Elementary Occasional Teacher, except as may be otherwise permitted by the Board; and
- (iii) pays the Occasional Teacher's share under 19.04.

19.03 (c)

An Occasional Teacher currently enrolled in the Benefits Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Elementary Occasional Teacher:

- (i) works at least sixty (60) full-time equivalent Days as an Elementary Occasional Teacher with the Board during the current school year; and
- (ii) fulfills the conditions set out under 19.03(b).

19.04 (a)

The Board will pay 75% of the cost of the premium.

19.04 (b)

The eligible Elementary Occasional Teacher's share of the premium cost shall be paid by post-dated cheques/direct debit.

19.04 (c)

If the Elementary Occasional Teacher fails to comply with any of the conditions of this article, the Elementary Occasional Teacher's enrollment shall immediately terminate and the Elementary Occasional Teacher shall not be eligible to re-enroll except as permitted by the Plan(s) and then not until the Elementary Occasional Teacher again becomes eligible under this article.

ARTICLE 20.00 - GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

20.01

Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

Step 1

Grievance(s) must be submitted by the Union in writing to the appropriate Superintendent or designate within twenty (20) Days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) Days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) Days of the meeting.

Step 2

If no settlement is reached, the Union shall file the grievance in writing to the Director of Education within ten (10) Days following the response from the Superintendent or designate. Within five (5) Days of receipt of the grievance, a meeting will be held with the Director of Education. A written response will be provided to the Union from the Director of Education within five (5) Days of the meeting.

Step 3

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

Policy Grievance

20.02

Both the Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation. A policy grievance shall be presented in writing to the authorized Union Representative or the Director of Education or their designates as the case may be, within five (5) Days of the incident or circumstance giving rise to the grievance. A reply to the grievance shall be given in writing within five (5) Days. The right of a single Occasional Teacher to grieve shall not be by-passed.

20.03

Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 21.00, providing such submission is made within fourteen (14) Days of the last written disposition by the responding party.

20.04

If a party fails to reply to a grievance within the time limits set out at any step above, the grievance may be submitted to the next step of the grievance procedure.

20.05

At any step of the grievance procedure, the time limits imposed upon either party may be LTO by mutual agreement in writing.

ARTICLE 21.00 - ARBITRATION

21.01

The parties may agree to submit the grievance to a mutually agreed upon single arbitrator. In the event the parties are unable to agree upon the single arbitrator, the parties may request the Minister of Labour to make the appointment.

Expense of the Board of Arbitration

21.02

Each party shall pay:

1. the fees and expenses of the arbitrator it appoints;
2. one half (1/2) of the fees and expenses of the chairperson.

ARTICLE 22.00 - STRIKES AND LOCKOUTS

22.01

The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.

22.02

No Occasional Teacher shall be requested or required to perform the duties of any other Occasional Teacher or Board employee who is engaged in a strike. No Occasional Teacher shall be disciplined or penalized in any way for refusing to cross a picket line or for refusing to perform the duties of any other Occasional Teacher or Board employee who is engaged in a strike.

ARTICLE 23.00 - PROFESSIONAL ACTIVITY DAYS

23.01

The Board shall post information concerning Professional Development Activities on the Occasional Teachers' bulletin boards in all schools..

23.02

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

23.03

A Long Term Occasional Teacher shall be scheduled to work when there is a Professional Activity Day and shall be paid for the Day and shall be required to participate in the scheduled professional activity sessions.

23.04

An Occasional Teacher shall have access to the scheduled Professional Activity programs and the Board's in-service programs on a voluntary basis without pay. The Board shall acknowledge the participation of the Occasional Teacher in such programs on the "Response to Professional Demands Tracking Sheet" (Appendix D).

23.05

An Occasional Teacher is entitled to attend, without pay, staff meetings for his/her assigned schools and Professional Development Activities.

23.06

Professional Development Expenses

The Board shall reimburse an Occasional Teacher for all reasonable expenses connected with any educational or teaching conferences, convention, workshops or courses attended by the Occasional Teachers as required by the Board.

23.07

The Board shall provide a fund of \$2,500 per school year for Union and Board concerns relative to Occasional Teacher training needs including but not limited to curriculum needs, instructional practices, staff development, and group professional activities for Occasional Teachers on the List. The Fund shall be the joint responsibility of the appropriate Human Resources Officer and the President of the Occasional Teachers.

ARTICLE 24.00 - OCCASIONAL TEACHER/BOARD RELATIONS COMMITTEE

24.01

The Occasional Teacher/Board Relations Committee shall be made up of equal representation appointed by the Board and the Union and include at least one member from each of the negotiating teams.

24.02

The initial meeting shall be held within thirty (30) Days of the signing of this Collective Agreement, with subsequent meetings at the Committee's discretion. A minimum of one meeting will be held annually at the request of either party.

24.03

Union Representatives on the Hastings and Prince Edward Occasional Teacher/Board Relations Committee shall be paid the appropriate rate of pay, with teaching experience and applicable benefits, up to an aggregate of three (3) full-time equivalent Days per school year when required to attend meetings of the Committee, held during the instructional Day.

24.04

The Committee shall discuss issues of concern to either the Board or the Union through a process of mutual problem solving but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.

24.05

The Committee shall be responsible for reviewing such matters as are referred to it by the Board or the Union and shall make such recommendations to the Board and the Union, as it deems appropriate.

24.06

The Committee shall have no power to effect changes in the existing Collective Agreement unless otherwise approved by the Board and the Union.

24.07

administrative procedures respecting Occasional Teachers.

24.08

The Hastings and Prince Edward District School Board and ETFO have considered Section 10 of the regulation set out in Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employees can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, under 10(2) of the regulations that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that Occasional Teachers on LTO assignments shall be deemed to have worked nine (9) hours each week Day they are employed. Occasional Teachers working on LTO assignments that are part of a Day shall be deemed to have worked hours per Day that are pro-rated accordingly.

ARTICLE 25.00 - DURATION AND RENEWAL

Remains in Effect Until Notice Given

25.01

This Collective Agreement becomes effective on September 1, 2002 and shall remain in effective until August 31, 2004 and from year to year thereafter unless notice is given by either party pursuant to the Labour Relations Act.

25.02

Either Party may notify the other within the period of 180 days prior to the termination date of the Agreement that it desires to renew or renegotiate the Agreement.

25.03

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

DATED AT BELLEVILLE THIS _____ Day OF _____, 2004.

HASTINGS AND PRINCE EDWARD
DISTRICT SCHOOL BOARD

Elementary Teachers' FEDERATION
OF ONTARIO (ETFO)
(ELEMENTARY OCCASIONAL TEACHERS)

Judy Edgar, Chair of the Board

William R. Edwards,
Elementary Teachers' Federation of Ontario

C. Salt, Superintendent

LETTER OF UNDERSTANDING

The Board and the Union agree to the following:

- 1. The Board shall issue a memorandum to Principals and Vice-Principals to inform them of a need to prepare for the accommodation of 13.04 (a), (b) and (c).**
- 2. The Board and the Union shall meet with the Principals and Vice Principals within forty (40) Days of signing the Collective Agreement to review the terms and conditions of the Collective Agreement.**
- 3. It is further agreed that the Human Resources Officer and the SEMS Operator will meet with the President and Vice-President of this bargaining unit to review and make recommendations on the call-out system process. Where mutual agreement is reached between the Board and the Union on any amendments to Article 9 and/or Article 8, and all other references to levels, such amendments shall be incorporated into the Collective Agreement by March 1, 2004.**

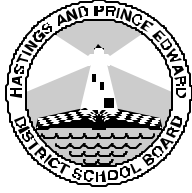
Dated this Day of January, 2004

For the Bargaining Union

**Dave Kendall
William Edwards
Karen Chow**

For the Board

**Chris Salt
Brenda Shacklock
Jim Stone**



OCCASIONAL TEACHER EVALUATION FORM

Appendix A

Occasional Teacher Being Evaluated

Date of Evaluation

Principal

School

Grade Level/Subject(s)

Length of Assignment (Dates)

Please select one of the following letters which most accurately reflects the Occasional Teacher's performance in each of the following categories.

“S” - Satisfactory “NI” - Needs Improvement

Classroom Management Skills

1. Maintains a positive learning environment. _____
2. Communicates clear expectations for behaviour. _____
3. Provides encouragement to students. _____
4. Uses instructional time effectively and paces lessons appropriately. _____
5. Uses appropriate strategies to keep students on task. _____

Comments: _____

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Instructional Skills

- (a) Demonstrates sound knowledge of subject matter. _____
- (b) Provides clear direction and explanations. _____
- (c) Models correct and appropriate oral and written language. _____
- (d) Handles student responses appropriately. _____
- (e) Demonstrates active listening skills. _____
- (f) Encourages student participation and interaction. _____

Comments: _____

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Personal and Professional Skills

- (a) Demonstrates cooperative and professional relationships with school personnel and honours confidentiality. _____
- (b) Shows initiative and enthusiasm. _____
- (c) Performs other required duties effectively (yard duty, lunch, and hall.) _____

OCCASIONAL TEACHER EVALUATION FORM, CONTINUED.

Comments: _____

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—

—

Recommendations _____

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—

—

—

—

Occasional Teacher's
Comments _____

—

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—

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—

Occasional Teacher's Signature

Date

(I have read, understand and acknowledge the information on this evaluation form.)

Principal/V.Principal's Signature

Date

/bjs April 2003
revised October 2003
OT Evaluation Form(2)



**HASTINGS & PRINCE EDWARD DISTRICT SCHOOL BOARD
ELEMENTARY AGREEMENT TO TEACH FORM**

Appendix B

LEVEL 1 LEVEL 2

When you sign this form you are agreeing to make yourself available to accept assignments.

- ✓ **To be eligible for inclusion on our Occasional Teacher Master List you must remain in Good Standing with the Ontario College of Teachers.**
- ✓ **When you are unavailable to accept assignments, please make yourself inactive on the system.**
- ✓ **Please complete and return this form to Brenda Shacklock, Human Resources no later than **June 30, 2004.****

Name:(Surname)_____ (First Name):_____

Address:_____ City:_____

Postal Code:_____ Telephone

No.:_____

email:_____ Signature:_____

Please circle Grades you are Qualified to Teach: JK/SK 1-3 4-6 7-8

Please circle any of the following subjects you are qualified to teach: French Music Physical Education

Special Education

I am willing to teach: Core French Yes No French Immersion Yes No Special Ed. Yes No

Vocal Music Yes No Instrumental Music Yes No

Physical Education Yes No

If you are available to work all periods listed below, please check "Yes"

If you are available for part of the week, please indicate your availability below:

Mornings Monday Tuesday Wednesday Thursday Friday
Afternoons Monday Tuesday Wednesday Thursday Friday

Are you willing to accept Long Term assignments () Yes () No

I am presently a _____ % contractual teacher.

If you are a Retired Teacher, please indicate when you retired: _____

The School Board you retired from: _____

Please See Reverse Side For Further Instructions....

Please indicate with the number one (1) the schools where you will accept assignments, you must select a minimum of three (3) to a maximum of eight (8) schools. The Board shall attempt to match each teacher to the schools of his/her choice but reserves the right to assign each occasional teacher to specific schools based on system needs. These will be your Level 1 schools.

Please note: as a Level 1 the system will call you for all assignments at the schools you have selected, with the exception of French, Special Ed., Music and Phys. Ed., unless you have indicated on the reverse side of this form that you will teach these subjects.

Please indicate with the number two (2) other schools where you will be willing to accept assignments. These will be your Level 2 schools.

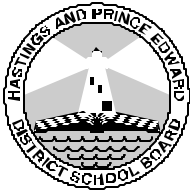
For Level 2 schools our automated system (SEMS) will contact you for all grades (JK - 8) and all subjects, as noted on the reverse side of this form. The system cannot differentiate grade or subject preference at this level of calling. If your preference is to receive only calls for your selected grade and subject area, PLEASE DO NOT CHOOSE LEVEL 2 SCHOOLS.

THANK YOU.

WE APPRECIATE YOUR COMMITMENT TO ACCEPT ASSIGNMENTS.

010 Area A - Bayside ASG <input type="checkbox"/> 011025 Bayside P.S. <input type="checkbox"/> 011095 Frankford P.S. <input type="checkbox"/> 011290 Stirling Primary P.S. <input type="checkbox"/> 011285 Stirling Junior P.S. <input type="checkbox"/> 011295 Stirling Senior P.S.	020 Area B - Centre Hastings ASG <input type="checkbox"/> 021166 Earl Prentice P.S. <input type="checkbox"/> 021150 Madoc P.S. <input type="checkbox"/> 021155 Madoc Township P.S. <input type="checkbox"/> 021165 Marmora Senior P.S. <input type="checkbox"/> 021260 S.H. Connor P.S. <input type="checkbox"/> 021261 Tweed-Hungerford P.S.
030 Area C - Quinte ASG <input type="checkbox"/> 031115 Harmony P.S. <input type="checkbox"/> 031125 Hillcrest P.S. <input type="checkbox"/> 031200 Park Dale P.S. <input type="checkbox"/> 031220 Prince of Wales P.S. <input type="checkbox"/> 031300 Tyendinaga P.S.	040 Area D - Trenton ASG <input type="checkbox"/> 041050 Breadner P.S. <input type="checkbox"/> 041065 College Street P.S. <input type="checkbox"/> 041190 North Trenton P.S. <input type="checkbox"/> 041215 Prince Charles Trenton P.S. <input type="checkbox"/> 041235 Queen Elizabeth Trenton P.S. <input type="checkbox"/> 041305 V.P. Carswell P.S.
050 Area E - Centennial ASG <input type="checkbox"/> 051091 Foxboro P.S. <input type="checkbox"/> 051210 Prince Charles Belleville P.S. <input type="checkbox"/> 051270 Sir John A. Macdonald P.S. <input type="checkbox"/> 051275 Sir Mackenzie Bowell P.S. <input type="checkbox"/> 051297 Susanna Moodie P.S. <input type="checkbox"/> 051500 William R. Kirk	060 Area F - Moira ASG <input type="checkbox"/> 061070 Deseronto P.S. <input type="checkbox"/> 061120 Harry J. Clarke P.S. <input type="checkbox"/> 061230 Queen Elizabeth Belleville P.S. <input type="checkbox"/> 061245 Queen Victoria P.S.
070 Area G - North Hastings ASG <input type="checkbox"/> 071015 Bancroft P.S. <input type="checkbox"/> 071045 Bird's Creek P.S. <input type="checkbox"/> 071060 Coe Hill P.S. <input type="checkbox"/> 071130 Hermon P.S. <input type="checkbox"/> 071180 Maynooth P.S. <input type="checkbox"/> 071185 North Hastings Sr. Elementary	080 Area H - Prince Edward ASG <input type="checkbox"/> 081010 Athol Central <input type="checkbox"/> 081067 C.M.L. Snider Elementary School <input type="checkbox"/> 081140 Kente P.S. <input type="checkbox"/> 081170 Massassaga-Rednersville P.S. <input type="checkbox"/> 081205 Pinecrest Memorial Elementary School <input type="checkbox"/> 081232 Queen Elizabeth Picton P.S. <input type="checkbox"/> 081282 Sophiasburgh Central School <input type="checkbox"/> 081284 South Marysburgh P.S.

This information is collected under the authority of the Freedom of Information Act and will be used as a means of contact between Federation members. Permission to release of information to Federation Yes No. **THANK YOU. WE APPRECIATE YOUR SUPPORT.**



HASTINGS & PRINCE EDWARD DISTRICT SCHOOL BOARD
ELEMENTARY AGREEMENT TO TEACH FORM

LEVEL 3 []

When you sign this form you are agreeing to make yourself available to accept assignments.

✓ To be eligible for inclusion on our Occasional Teacher Master List you must remain in Good Standing with the Ontario College of Teachers.

Please complete and return this form to Brenda Shacklock, Human Resources no later than June 30, 2004.

Name: (Surname) _____ (First Name): _____
Address: _____
City: _____
Postal Code: _____ Telephone No.: _____
E-mail Address: _____
Signature: _____ Please circle Grades you are Qualified to Teach: JK/SK 1-3 4-6 7-8

Please circle any of the following subjects you are qualified to teach: French Music Physical Education
Special Education

I am willing to teach: Core French Yes [] No [] French Immersion Yes [] No [] Special Ed. Yes [] No []
Vocal Music Yes [] No [] Instrumental Music Yes [] No []
Physical Education Yes [] No []

If you are available to work all periods listed below, please check "Yes" []

If you are available for part of the week, please indicate your availability below:

Mornings [] Monday [] Tuesday [] Wednesday [] Thursday [] Friday
Afternoons [] Monday [] Tuesday [] Wednesday [] Thursday [] Friday

Are you willing to accept Long Term assignments () Yes () No

I am presently a _____ % contractual teacher.

If you are a Retired Teacher, please indicate when you retired: _____

The School Board you retired from: _____

Please See Reverse Side For Further Instructions....

- ✓ **PLEASE INDICATE BELOW, BY PLACING A CHECK MARK BESIDE The SCHOOLS WHERE YOU WISH TO ACCEPT ASSIGNMENTS.**

WHEN YOU ARE UNAVAILABLE TO ACCEPT ASSIGNMENTS, PLEASE MAKE YOURSELF INACTIVE ON The SYSTEM. THANK YOU!

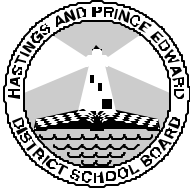
WE APPRECIATE YOUR COMMITMENT TO ACCEPT ASSIGNMENTS.

010 Area A - Bayside ASG () 011025 Bayside P.S. () 011095 Frankford P.S. () 011290 Stirling Primary P.S. () 011285 Stirling Junior P.S. () 011295 Stirling Senior P.S.	020 Area B - Centre Hastings ASG () 021166 Earl Prentice P.S. () 021150 Madoc P.S. () 021155 Madoc Township P.S. () 021165 Marmora Senior P.S. () 021260 S.H. Connor P.S. () 021261 Tweed-Hungerford P.S.
030 Area C - Quinte ASG () 031115 Harmony P.S. () 031125 Hillcrest P.S. () 031200 Park Dale P.S. () 031220 Prince of Wales P.S. () 031300 Tyendinaga P.S.	040 Area D - Trenton ASG () 041050 Breadner P.S. () 041065 College Street P.S. () 041190 North Trenton P.S. () 041215 Prince Charles Trenton P.S. () 041235 Queen Elizabeth Trenton P.S. () 041305 V.P. Carswell P.S.
050 Area E - Centennial ASG () 051091 Foxboro P.S. () 051210 Prince Charles Belleville P.S. () 051270 Sir John A. Macdonald P.S. () 051275 Sir Mackenzie Bowell P.S. () 051297 Susanna Moodie P.S. () 051500 William R. Kirk	060 Area F - Moira ASG () 061070 Deseronto P.S. () 061120 Harry J. Clarke P.S. () 061230 Queen Elizabeth Belleville P.S. () 061245 Queen Victoria P.S.
070 Area G - North Hastings ASG () 071015 Bancroft P.S. () 071045 Bird's Creek P.S. () 071060 Coe Hill P.S. () 071130 Hermon P.S. () 071180 Maynooth P.S. () 071185 North Hastings Sr. Elementary	080 Area H - Prince Edward ASG () 081010 Athol Central () 081067 C.M.L. Snider Elementary School () 081140 Kente P.S. () 081170 Massassaga-Rednersville P.S. () 081205 Pinecrest Memorial Elementary School () 081232 Queen Elizabeth Picton P.S. () 081282 Sophiasburgh Central School () 081284 South Marysburgh P.S.

This information is collected under the authority of the Freedom of Information Act and will be used as a means of contact between Federation members. Permission to release of information to Federation () Yes () No.

THANK YOU. WE APPRECIATE YOUR SUPPORT.

/bjs April 2003



Occasional Teacher's Information Folder

Appendix C

School _____

Year _____

(space for school logo)

Teacher: _____

Grade: _____

Room #: _____

PLEASE DO NOT TAKE THIS FOLDER FROM The CLASSROOM

Teacher's Name _____

Grade _____ Room _____

To all schools, please provide the following information to each teacher to be put into their Occasional Teacher Information Folder:

- **Staff List**
Include administration, resource, classroom teachers, subject teachers, custodians, C.A.'s, other support staff.
- **Map of the School**
- **General Yard Duty Schedule**
Include any necessary information regarding your school's yard duty procedures.
- **School Time Schedule**
Please show times for beginning of opening exercises, etc, as well as recesses, dismissals, bus times, etc.
- **School Behaviour Expectations / Rules**
However your school would word this – please list specific expectations, such as: children to be outside at recess unless written permission, all coats in lockers, “no touch” “no gum” rule, etc.
- **Emergency Procedures**

Fire Drill

Include briefly the method your school uses to check class attendance once outside.

Inclement Weather

Include bussing procedures if children dismissed early for storm.

Severe Behaviour Incidents

Include how to call for assistance, etc.

- **School Programs / Services**
Eg. Milk program
Breakfast program
Snack sale / Tuck shop
Band / Choir practices
Sports programs at recesses
After school resources / care
- **Regular Weekly or Monthly Events**
Eg. Pizza Day
Hot Dog Day
True Blue assemble
Terrific Kids assembly

Please put into this folder:

- **Current class list, plus class list(s) for any other classes which you instruct**

- **Current seating plan(s).**
- **Copy of duty schedule with your duties highlighted.**
- **Extra class list to be used as a check list for Occasional Teacher to keep track of work handed in or marked.**
- **Information regarding specific activities going on in school that would require certain or specific students to be out of regular classes for part of the Day. i.e. helping with school dance, band practice, etc. (Or if more applicable please include in Daybook.)**

SCHEDULE						
Times	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6
Recess						
Lunch						
Recess						
Dismissal						

MY DUTY SCHEDULE:

TIME LOCATION

Day 1: _____ Day 4: _____

Day 2: _____ Day 5: _____

Day 3: _____ Day 6: _____

ASSISTANTS / VOLUNTEER / STAFF WHO ALSO WORK IN OUR ROOM

NAME _____ Day/TIME _____
DUTY/PROGRAM _____

NAME _____ Day/TIME _____ DUTY/PROGRAM _____

NAME _____ Day/TIME _____ DUTY/PROGRAM _____

OUR CLASSROOM ROUTINES

Opening / Start of Day	Washroom / Fountain
Attendance	Recess Dismissal
Money Collection	Lunch Room
Students Use of Materials From Teacher's Desk or Cupboards	Hall / Lockers
Use of Computer Centre	Bus Routines
Setting Up A/V Equipment	End of Day Dismissal

“STOP AND LISTEN” CUES WE USE

Reliable students for information or help: Staff in nearby rooms

OUR CLASSROOM RULES / EXPECTATIONS

SUGGESTED MANAGEMENT TECHNIQUES

—

REWARDS CONSEQUENCES

1
STUDENT INFORMATION

<u>READING GROUPS</u>	<u>MATH GROUPS</u>	<u>INDIVIDUAL PROGRAM</u>
		<u>WITHDRAWAL / INTEGRATION</u>

MEDICAL ALERT FOOD ALLERGIES	BEHAVIOUR CONCERNS
---	---------------------------

RESTRICTED PARENT ACCESS	OTheR
---------------------------------	-------

WHERE TO FIND	
Materials for lessons	Emergency / Fire Drill Routine Ext:
Manuals, Resources	Other:
	AV Equipment
	Paper
	Notebooks
	Pencils
	Rewards, Stickers
	Art Supplies
	Other
	INDOOR RECESS ACTIVITIES

ALTERNATE LESSON / ACTIVITY SUGGESTIONS

OCCASIONAL TEACHER'S Day END REPORT

Date _____ Class _____

Comments Re: Work Covered ToDay:

Comments Re: Classroom Behaviour:

Other:

Occasional Teacher's Name:

APPENDIX D

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD
 OCCASIONAL TEACHER RESPONSE TO PROFESSIONAL DEMANDS TRACK SHEET**

SCHOOL YEAR: _____

NAME: _____ **SIN:** _____

DATE	ACTIVITY	# OF Days	APPROVAL PRINCIPAL OR VICE-PRINCIPAL OR PRESENTER

TOTAL Days

OCCASIONAL TEACHER’S SIGNATURE: _____