

AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
RENFREW OCCASIONAL TEACHERS' LOCAL**

FOR THE PERIOD

SEPTEMBER 1, 2001 TO AUGUST 31, 2004

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COLLECTIVE AGREEMENT
BETWEEN
THE RENFREW COUNTY DISTRICT SCHOOL BOARD
AND
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)
RENFREW DISTRICT, OCCASIONAL TEACHERS' LOCAL

ARTICLE I - PURPOSE

- 1.01 It is the intent of the Parties to this Agreement, hereinafter referred to as the "Agreement", to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment and to provide a procedure for the settlement of grievances.

ARTICLE II - RECOGNITION

- 2.01 The Renfrew County District School Board (hereinafter referred to as the Board) recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as the Union) as the bargaining agent for all Occasional Teachers employed by the Board in its elementary schools.
- 2.02 The Union will inform the Board from time to time who is authorized to act on behalf of the Union.

ARTICLE III - DEFINITIONS

- 3.01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act which may be amended from time to time.
- 3.02 "Long Term Occasional Teacher" means a teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same teacher. All other Occasional Teachers covered by this Agreement are referred to as Short Term Occasional Teachers.
- 3.03 Local means the ETFO Renfrew Occasional Teachers' Local.
- 3.04 Occasional Teacher List means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the elementary panel.

- 3.05 Federation or Union means The Elementary Teachers' Federation of Ontario.
- 3.06 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.
- 3.07 Board means the Renfrew County District School Board.
- 3.08 Probationary Occasional Teacher (Short Term or Long Term) means an Occasional Teacher covered by this Agreement who has not completed at least forty-five (45) Teaching Days as an Occasional Teacher with the Board since January 1, 1991.

ARTICLE IV - EFFECTIVE PERIOD AND RENEWAL

- 4.01 This Agreement shall be effective from September 1, 2001 and shall continue in full force up to and including August 31, 2004 and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) 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 from giving of notice or as otherwise agreed upon by the Parties.
- 4.02 (i) There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms strike and lockout shall be as defined in the Labour Relations Act.
- (ii) In the event of a strike by other Board employees, representatives of the Board will meet with representatives of the Union to discuss the impact of the strike on the Union's membership.
- 4.03 It is understood and agreed that, in the event that a new Agreement has not been reached by the date of expiry of this Agreement, all the terms and provisions of this Agreement shall continue in force and effect until such time as it is superseded by a new Collective Agreement, except as may be otherwise provided for in the Labour Relations Act.
- 4.04 This document constitutes the entire Agreement between the Local and the Board. Any amendments to the Articles defined herein shall be in writing and by mutual consent of the Parties.

ARTICLE V – RIGHTS AND RESPONSIBILITIES

- 5.01 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating or not participating in the lawful activities of the Union, including exercising any rights under this Agreement.
- 5.02 The Union acknowledges the rights of the Board to manage the affairs of the Board and the Board agrees that its rights and responsibilities shall be exercised in a manner that is non-discriminatory and consistent with this Agreement and the prevailing statutes in Ontario.

- 5.03 Upon written request, the Board shall provide the Union with any data relevant to the negotiations and administration of this Agreement.

ARTICLE VI - CHECK OFF

- 6.01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary at 480 University Avenue, Suite 1000, Toronto, Ontario, M5G 1V2 within thirty (30) days of the dues being deducted. The Union shall inform the Board in writing, from time to time, of the amount of such dues and assessments.
- 6.02 The first remittance in September of each year shall be accompanied by a list showing the names, addresses, wages earned, dues and assessments deducted. Subsequent remittances will be accompanied by a list showing changes from the previous month's list. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form. A copy of the dues and assessments list shall be forwarded to the President of the Local at the same time.
- 6.03 Providing the Board's payroll system can readily do so and providing the Federal and Provincial income regulations so permit, the Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board, shall indicate the amount of fees paid by each Occasional Teacher during the previous year.
- 6.04 The Board shall provide to the Federation, by September fifteenth (15th) each year, a letter stating the total number of days of elementary Short Term or Long Term Occasional teaching days for the previous school year.
- 6.05 The Federation shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions authorized by the Federation.

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Definition

Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any questions 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:

7.02 Individual Grievance

Step 1

Grievance(s) must be submitted in writing to the Principal, Immediate Supervisor or Designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Principal, Immediate Supervisor or Designate. The Principal, Immediate Supervisor or Designate shall respond to the grievance in writing within ten (10) school days of the meeting.

Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Principal, Immediate Supervisor or Designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Board's Grievance Committee. A written response will be provided to the Union from the Director of Education within ten (10) school days of the meeting.

Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response from the Director of Education under the terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to 7.03.

7.03 Arbitration

- (a) Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.
- (b) Decision of the Board of Arbitration
An Arbitration Board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.
- (c) Expenses of the Arbitrator or Board of Arbitration
Both Parties agree to pay the fees and expenses of the Parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.
- (d) The Board of Arbitration shall hear and determine the difference or allegation and shall issue a decision. The decision of a majority is the decision of the Board of Arbitration. If there is no majority, the decision of the Chair of the Board of Arbitration shall govern.
- (e) Each of the Parties to this Agreement shall bear the expenses and remuneration of the person appointed by it to a Board of Arbitration.
- (f) The Parties will share the expenses and remuneration of any person appointed Chair of a Board of Arbitration.
- (g) All notices of appointment to a Board of Arbitration shall be in writing, include the address of the appointee, and be sent by certified or registered mail or hand delivery.

- (h) No person who has been directly involved in attempts to negotiate or settle the grievance, who has a direct interest in the matter being grieved or who is an employee of either Party to the Agreement shall be appointed or selected to a Board of Arbitration.
- 7.04 Where both Parties agree, a single arbitrator may be substituted for a Board of Arbitration. In such case the Parties shall endeavour to agree on the selection of the arbitrator, and in the event that they fail to do so, the Minister of Labour for Ontario will be asked to make the appointment.
- 7.05 Grievance Mediation
- Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure.
- The Agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.
- 7.06 Discharge Grievance
- Where an Occasional Teacher has received a termination notice for “Just Cause”, the Occasional Teacher may file a grievance at Step 2 within ten (10) school days of the written notice of termination.
- 7.07 Policy Grievance
- The Union and the Board shall have the right to file a 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 the Director of Education.
- 7.08 Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be decreed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may be extended by mutual Agreement in writing between the Parties to this Collective Agreement. If the stipulated time limits are not met by the Party against whom the grievance is lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

ARTICLE VIII - REPRESENTATION

- 8.01 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 the Agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Local with a list of personnel authorized to deal with the Local.
- 8.02 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director of Education or designate, and to and from the President of the Local or designate.

- 8.03 In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Local to appoint or elect representatives whose duties shall be to assist any member of the bargaining unit in preparing and presenting in accordance with the grievance procedure. These representatives shall take no time from their employment with the Board to carry out these duties without prior written authorization of the Board. The Local shall reimburse the Board for any time taken for authorized Local activities.
- 8.04 Unless otherwise agreed, all negotiation meetings shall take place outside normal school hours. Should negotiations take place during the school day, the Board shall release up to three (3) members of the Local Negotiation Committee with no loss of salary, benefits, experience or any other provision in the Collective Agreement and at no cost to the Local.
- 8.05 Subject to application for the use of a school facility in accordance with Board Policy governing the use of Board facilities, the Local shall be allowed to carry out Union business on the Board's premises outside normal school hours.
- 8.06 The Board recognizes that occasionally it may be necessary for executive officers of the Union Local to be absent from their teaching duties in order to attend to Union matters. Special leave, without loss of salary or deduction of sick leave credits, up to a maximum of thirty (30) days in any school year, shall be granted to executive officers of the Union following a written request from the Union concerned. The Union shall reimburse the Board for actual cost of teacher coverage.

ARTICLE IX - SALARY

- 9.01 The Board shall pay rates of remuneration in accordance with the following:
- (a) Short Term Occasional Teacher: A teacher, employed as a short term Occasional Teacher, qualified to teach in the elementary schools in Ontario according to the Ontario Statutes shall be paid a per diem rate as follows:
- \$136.37 effective September 1, 2001
 - \$139.10 effective February 1, 2002
 - \$148.01 effective September 1, 2002
 - \$150.08 effective February 1, 2003
 - \$152.33 effective September 1, 2003
 - \$154.46 effective February 1, 2004
 - \$157.16 effective August 31, 2004
- These rates include 4% vacation pay and 3% statutory holiday pay.
- (b) Long Term Occasional Teacher: A Long Term Occasional Teacher shall be placed on the elementary teacher local salary grid in accordance with the recognized teaching experience and category placement effective on the tenth (10th) consecutive day of teaching retroactive to the first day that the assignment began. The Occasional Teacher shall continue to be paid at this rate until the expiration of the assignment. The rate paid under 9.01 (b) shall not be less than the rate paid under 9.01 (a). It is understood that this daily rate of payment includes payment for vacation pay and any statutory holidays (under the Employment Standards Act) if applicable.

- 9.02 In the event of a late settlement between the Board and the elementary teacher Local, increases in rate of pay shall be retroactive to the commencement of the Teacher Local Collective Agreement.
- 9.03 Should cancellation of a pre-arranged assignment occur without notice, the Board shall pay the employee the pay the person would have received for that assignment.
- 9.04 An Occasional Teacher who reports for a half-day assignment as a result of a call-out error shall be paid a half-day's pay for reporting for duty.
- 9.05 An Occasional Teacher who reports for a full day assignment as a result of a call-out error shall be paid a full day's pay for reporting for duty.
- 9.06 A Professional Activity Day shall not interrupt the continuity of the occasional teaching assignment.
- 9.07 An Occasional Teacher who is scheduled to work and who is on Long Term Occasional Teaching shall be paid for a Professional Activity Day provided the Long Term Occasional Teacher participates in the scheduled professional activities.
- 9.08 Occasional Teachers shall be paid every two weeks. On or about July 15, each Occasional Teacher shall receive the salary for the time worked during June. The statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address of the Occasional Teacher.
- 9.09 The Record of Employment certificates for Short Term Occasional Teachers who experience termination of their assignment before the last teaching day in June will be issued on request. Long Term Occasional Teachers will receive the Record of Employment at the conclusion of their assignment, if requested, or if at the end of the school year, by July 15th following school closing.
- 9.10 (a) Years of experience and category placement on the salary grid for a Long Term Occasional Teacher shall be on exactly the same basis as for a teacher covered by the Collective Agreement between the Board and the Teacher Local. Experience gained during the current school year will not be included in this determination.
- (b) Long Term assignments with the Board shall count as experience. One month of teaching experience will be allowed for each eighteen days of Long Term Occasional experience, pro-rated for part-time assignments except when a full term (September 1 - December 31 or January 1 - June 30) is worked, in which case 4/10 or 6/10, whichever applies, will be granted the teacher as experience.
- 9.11 It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with a statement from Q.E.C.O. and any documents prior to June 30th for retroactive adjustment to the first day of the first long term assignment of the current school year.
- 9.12 In the event that the assignment of the 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 five (5) days pay in lieu of notice.

ARTICLE X - OCCASIONAL TEACHER LIST

- 10.01 To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must have an Ontario Teaching Certificate or equivalent.

- 10.02 (a) The maximum number of Occasional Teachers on the Occasional Teacher List shall be 1 (one) for each 2.24 (two decimal twenty-four) equivalent full time probationary or permanent contract teachers employed or required to be employed by the Board under the Collective Agreement between the Board and the elementary teacher local as determined on each September 30.
- (b) Subject to consultation with the Local, where Board administration determines the needs of one or more schools is not being met, additional names may be added to the Occasional Teacher List at any time.
- (c) For the purposes of determining the maximum numbers permitted under Clauses 10.02 (a), an Occasional Teacher on a leave under Article XII shall not be included during the term of the leave.
- (d) The implementation of Clause 10.02(a) shall not result in the removal of the name of any person on the Occasional Teacher List. This protection includes anyone on a leave under Article XII.
- 10.03 Any person wishing to have their name included on the Occasional Teacher List may do so by completing the Board's application form and presenting the required documentation to the Human Resources Department. Applications will be considered up to the end of the first week of September, January and May for inclusion in lists to be published thereafter.
- 10.04 Occasional Teachers shall notify the Human Resources Department of the Board and the Occasional Teacher's designated schools, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 10.05 On or about September 30th of each school year, the Board will provide the Local with the addresses and telephone numbers of all Occasional Teachers on the Board's Occasional Teacher List. Any amendments to the Occasional Teacher List shall be forwarded to the Local on or about December 31 and April 1 of each year.
- 10.06 The Board agrees to review the composition of the Occasional Teacher List to ensure that the List contains only the names of the Occasional Teachers actively seeking assignments. The name of each Occasional Teacher who does not return the Agreement to Teach Letter or who has not taught three days in the previous school year shall be removed from the Occasional Teacher List for the following year.

ARTICLE XI - PRINTING OF COLLECTIVE AGREEMENT

- 11.01 The Board shall provide each Occasional Teacher with a copy of the current Collective Agreement in force between the Board and the Local.

ARTICLE XII - LEAVE OF ABSENCE

- 12.01 All teachers on the Occasional Teachers' List may request to have their name voluntarily removed from the Occasional Teacher List for a period of up to and including one school year.
- 12.02 The Board shall grant the request.

- 12.03 The Occasional Teacher's name shall be returned to the Occasional Teacher List at the end of the leave unless the Occasional Teacher requests otherwise.
- 12.04 The time of any leave under Article XII shall not count for experience or salary.

ARTICLE XIII - JOB VACANCIES

- 13.01 When it is predetermined by at least three (3) weeks that a Long Term Occasional Teacher will be required for a continuous period of three (3) months or more, such vacancy shall be posted in each elementary school and a copy provided to the President of the Local. Such posting requirements will have been properly fulfilled when a copy is forwarded to the President of the Local.
- 13.02 When a position covered by a collective agreement under the teacher local is opened to applicants not currently employed by the Board under that collective agreement, applications from Occasional Teachers will be considered. In all cases, subject to any conditions in the collective agreement covering the position, the candidate best meeting the criteria established for the position shall receive the position. If two candidates are considered to be equal, preference will be given to a person employed by the Board (including occasional teaching).
- 13.03 For known Long Term Occasional assignments the Board shall give the Local President a copy of the appointment letter. The letter will indicate the start date, the anticipated return date and the teacher being replaced.

ARTICLE XIV - LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS

- 14.01 (a) A Long Term Occasional Teacher shall be entitled to unpaid leave of absence for bereavement not covered by 14.01(b). Such leave shall constitute neither a break in a continuing assignment nor a day of a continuing assignment. In all cases the Principal of the school (or a designated alternate) must be notified as soon as possible, and, where possible, in advance.

(b) Funerals

A maximum of 3 teaching days without loss of salary or any other benefits in the Collective Agreement is allowed to attend the funeral of immediate next-of-kin only (parents or guardian, children, brothers, sisters, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and sons or daughters-in-law). If more than three consecutive teaching days are required to attend the funeral of immediate next of kin, the number of days in excess of three, where approved by the Director, shall be without loss of salary or any other benefits in the Collective Agreement. Attendance at funerals of other relations or close friends may be without loss of salary or any other benefits in the Collective Agreement, with the Director's approval.

(c) Quarantine

In any case where, because of exposure to a communicable disease, an Occasional Teacher is quarantined or otherwise prevented by order of the medical authorities from attending upon teaching duties, the Occasional Teacher shall be paid and the time shall not be deducted from the Occasional Teacher's sick leave account.

(d) Court Appearances

Each Occasional Teacher shall be allowed leave of absence without deduction of salary or loss of sick leave credit when required to serve on a jury of subpoenaed as a witness in any proceeding to which the Occasional Teacher is not a party or one of the persons charged. The Occasional Teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses, that is received as a juror or as a witness.

- 14.02 (a) A Long Term Occasional Teacher shall be entitled to one (1) sick leave day upon completion of the first ten (10) days of a Long Term Occasional Teaching assignment and one (1) sick leave day for each ten (10) days subsequently completed in any Long Term Occasional Teaching assignment within the same school year.
- (b) Sick leave shall not be cumulative from one school year to the next.
- (c) In the event that a Long Term Occasional Teacher is absent due to personal illness during a Long Term Occasional assignment in a given school year, sick leave credits subsequently earned in that school year may be applied retroactively to the period of illness.
- (d) Sick leave exceeding three (3) consecutive working days shall be allowed only upon presentation of a certificate of incapability to work through illness signed by a licensed medical practitioner.

14.03 Pregnancy, Parental and Adoption Leave

The Board provides pregnancy, parental and adoption leave for employees for such period before and after delivery or adoption of a child as will serve the interest of the students, the Board and the employee concerned, and in conformity with the requirements of the Employment Standards Act.

Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Types of Leave

(i) Pregnancy Leave

A Pregnancy Leave is granted to a pregnant employee and is for a period of fifty-two (52) weeks or such shorter period of time as the employee requests. The term "Pregnancy Leave" includes both the seventeen (17) week pregnancy and thirty-five (35) week parental leaves of the Employment Standards Act.

(ii) Parental Leave

A Parental Leave is granted to an employee whose spouse is expecting to give birth and is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Parental Leave must commence no later than thirty-five (35) weeks after the child is born.

(iii) Adoption Leave

Adoption Leave is granted to an employee who has provided the Board with confirmation that an application has been made for adoption and is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Adoption Leave may commence immediately after the child becomes available. Adoption Leave must commence no later than thirty-five (35) weeks after the child comes into the custody and control of the adopting employee for the first time.

(iv) Extended Pregnancy Leave

An Extended Pregnancy Leave is granted to a pregnant employee and is for a period not to exceed two (2) years. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the employee.

(b) Employees with Thirteen or more Weeks Continuous Service at Beginning Date for Leave

(i) Leaves as defined in Clause 14.03(a) shall be granted provided any and all applicable conditions have been met.

(ii) Written documentation is required in:

- (1) application for leave suggesting beginning and ending dates;
- (2) probable date of delivery (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave) or expected date of first coming into care and control of the employee (Adoption Leave);
- (3) doctor's certificate of pregnancy and probable delivery date (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave);
- (4) confirmation of leave including beginning and ending dates;
- (5) doctor's certificate of need for extension of leave (Pregnancy Leave or Extended Pregnancy Leave) if applicable.

(iii) Application for leave must be made at least two (2) weeks before the leave is to begin. Employees shall endeavour to provide four (4) weeks notice.

- (iv) The beginning and ending dates of the leave provided under these provisions will be in accordance with the Employment Standards Act. Any variation from this will be by agreement with the Superintendent responsible for Human Resources or designate.
 - (v) An employee may terminate a leave prior to the planned date by notifying the Superintendent responsible for Human Resources, in writing; at least four (4) weeks before the requested date of return.
 - (vi) During a leave, the employee shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.
 - (vii) During a leave, for the lesser of eighteen (18) weeks in the case of a Parental Leave or Adoption Leave, or thirty-five (35) weeks in case of a Pregnancy Leave or an Extended Pregnancy Leave, and the duration of the leave, the Board shall where applicable continue to pay its share of the premiums for insured employee benefits experience for grid placement and sick leave shall continue to accumulate.
 - (viii) After the period of time covered by Clause 14.03 (b) (vii), time spent on a leave under this provision shall not accrue towards placement on the salary grid or accumulation of sick leave.
 - (ix) At the end of a leave under this provision the Board shall return the employee to the position most recently held, if it still exists, or to a comparable position, if it does not. This return to position shall be subject to redundancy procedures. It is understood that a teaching position does not extend beyond a school year and that return from a leave commenced in a prior school year must always be to a comparable position.
- (c) Employees with Less than Thirteen Weeks Continuous Service at Beginning Date for Leave

All provisions in this part are the same as those in Clause 14.03 (b) except:

- (i) the beginning date of the leave period if earlier than eleven (11) weeks prior to the expected delivery date and the ending date if later than six (6) weeks after the delivery date shall be determined by the Superintendent of the Department concerned;
- (ii) where the Pregnancy Leave extends beyond the eleven (11) week period, the employee loses the right to return to the Board's employ, unless such extension leave is approved, in writing, by the Superintendent responsible for Human Resources or designate;
- (iii) neither the particular position held by the employee at the beginning of the leave nor the equivalent position is guaranteed on return to work, but the Superintendent concerned will place the employee in a position as near as practicable to that formerly held.

(d) Adoption Leave Provisions

- (i) Pre-placement leave shall not exceed two (2) weeks except with specific approval of the Superintendent.
- (ii) If the presence of the adopting employee is required for pre-adoption purposes (not including those set out in (i) above), such leave shall be available, provided that the teacher supplies verification from the adoption agency. Such leaves shall be charged against the employee's special leave allowance.

(e) SEB Plan

The Board agrees to seek to enter into an extension of the pregnancy leave SEB Plan with Employment Insurance Commission providing for payment of the first two (2) weeks of pregnancy leave at the normal Employment Insurance rate for the eligible employee.

14.04 Medical Procedures

(i) Not Responsible for Diagnosis or Medication

The Board shall not request any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject to the Occasional Teacher to risk, injury or liability for negligence.

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.

(ii) Trained Personnel to be Provided

To the extent possible, the Board shall use appropriately trained non-teaching personnel to perform any of the functions outlined in Article 14.04 (i).

ARTICLE XV - CALLING OF OCCASIONAL TEACHERS

15.01 Except in cases of emergency, the Principal, other responsibility teacher (Vice-Principal, Principal's Alternate, Lead Teacher), or one other individual designated by the Principal shall have sole responsibility for the calling of Occasional Teachers for that school.

15.02 Any future changes to the calling system shall be made only upon agreement between the Board and the Local.

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

ARTICLE XVI - WORKING CONDITIONS

- 16.01 The school shall provide the Occasional Teacher with a statement of policy concerning school discipline procedures. The Board shall ensure that a statement of classroom discipline and classroom procedures is available for each Occasional Teacher.
- 16.02 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfill the teaching duties of the teacher being replaced and further agrees that support from the school administration in providing supervision and maintaining discipline, shall be provided.
- 16.03 An Occasional Teacher shall be assigned only the regularly assigned classroom and supervisory duties of the teacher being replaced or the duties that could have been assigned had the teacher not been replaced.
- 16.04 The Board shall instruct each Principal that an Occasional Teacher shall not be assigned yard duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day assignment.
- 16.05 The Board shall provide each Occasional Teacher with an uninterrupted period for lunch, free from duty, of at least forty (40) minutes per day.
- 16.06 The Board shall reimburse, at the Board's current kilometre/mileage rate, each Occasional Teacher for travel between an assignment involving two or more schools within the Board's jurisdiction if the teacher the Occasional Teacher is replacing normally receives the allowance.
- 16.07 The Board shall provide bulletin board space in each elementary school on the common bulletin board for the exclusive use of the Local.
- 16.08 A school handbook (as approved and outlined by ACES) will be made available to each classroom to Occasional Teachers.

ARTICLE XVII - PROFESSIONAL ACTIVITY DAYS

- 17.01 The Board shall provide information to the Local President about the professional development activities provided by the Board.
- 17.02 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board subject to space availability. Requests are to be made in writing to the appropriate Principal.
- 17.03 An Occasional Teacher shall, upon request, have access to the Board's in-service programmes on a voluntary basis subject to space availability.

ARTICLE XVIII - OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE

- 18.01 The Occasional Teacher-Board Relations Committee shall be composed of three (3) members representing the Board and three (3) members representing the Local.
- 18.02 Meetings and reports will be at the Committee's discretion.
- 18.03 The Committee shall discuss conditions of employment and other matters which concern the Occasional Teachers or the Board. Recommendations from the Committee shall be forwarded to the Local Executive and the Board for action.

ARTICLE XIX - EVALUATION

- 19.01 An evaluation of an Occasional Teacher may be made at the discretion of the Principal or Supervisory Officer. Only Supervisory Officers, Principals and Vice-Principals shall evaluate an Occasional Teacher.
- 19.02 Where this evaluation involves observation of the Occasional Teacher's classroom teaching, the Occasional Teacher will under normal circumstances be given one day prior notice.
- 19.03 Any evaluation of the Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher.
- 19.04 The Occasional Teacher will be given an opportunity to read the evaluation to sign it and to make any written comments the Occasional Teacher so desires.
- 19.05 The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.
- 19.06 A copy of the signed evaluation form shall be kept at the Board Office.
- 19.07 If, for any reason the Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation form.
- 19.08 An evaluation which states that the Occasional Teacher's classroom teaching is unsatisfactory shall outline the reason(s). Where the Board continues to employ the Occasional Teacher, the Occasional Teacher shall take immediate steps to implement the suggestions for improvement.

ARTICLE XX - PERSONNEL FILES

- 20.01 An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The Occasional Teacher shall also have access to that Occasional Teacher's personal in-school data file. The Occasional Teacher may copy any material contained in the files.
- 20.02 The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.
- 20.03 If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in Article XIX, the Board shall, within thirty (30) calendar days where possible from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm, amend or delete the information.
- 20.04 Where the Board amends such information under Article XX, the Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on inaccurate information.
- 20.05 If there is a dispute as to the accuracy of any material in the files covered by Clause 20.01, said dispute shall be resolved by the processes of the Municipal Freedom of Information and Protection of Privacy Act. 1989.

ARTICLE XXI - JUST CAUSE

- 21.01 (a) No Occasional Teacher shall be disciplined without just and sufficient cause and such cause shall be communicated in writing by registered mail or by hand delivery with a copy to the Union within ten (10) calendar days from the time the Occasional Teacher has been informed of any such action.
- (b) Prior to imposition of any discipline and except for exceptional circumstances, there shall be a meeting held between the Occasional Teacher and a Board representative to discuss the matter. The Board representative will advise the Occasional Teacher about the nature of the meeting prior to the meeting. The Occasional Teacher shall have the right to have a Union representative at the meeting.
- (c) The written notice referred to in (a) and (b) above shall be by certified or registered mail or hand delivery with a copy to the Local President.

ARTICLE XXII - REMOVAL FROM OCCASIONAL TEACHER LIST

- 22.01 The Board may remove the name of an Occasional Teacher from the Occasional Teacher List, upon written notice:
- (a) at any time during the probationary period;
- (b) for failing to be present for duty after having agreed to report and not providing reasonable grounds;
- (c) for just and sufficient cause and such cause shall be communicated in writing.
- 22.02 The written notice of Clause 22.01 shall be certified or registered mail or hand delivery with a copy to the Local President.

ARTICLE XXIII – HARASSMENT

- 23.01 The Board and the Union agree that every employee has the right to freedom from harassment in the working environment.

ARTICLE XXIV – HEALTH AND SAFETY

- 24.01 The Board recognizes its obligation to provide a safe and healthy environment for employees to carry out all duties and obligations under the Occupational Health and Safety Act and its regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

