

# COLLECTIVE AGREEMENT

Between

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST  
(hereinafter referred to as “The Employer”)

AND

ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO

ONTARIO NORTH EAST LOCAL

REPRESENTING – ELEMENTARY SCHOOL OCCASIONAL TEACHERS  
(hereinafter referred to as “The Teachers”)

for the period

September 1, 2004 to August 31, 2008

13166 (01)

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## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to the Agreement to maintain harmonious relationships between the Employer and the Teachers with respect to the Elementary Occasional teachers in elementary schools covered by this Agreement.
- 1.02 It is the intent of the parties and the purpose of this Collective Agreement to set forth the terms and conditions of employment and to provide a process for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1.03 This Collective Agreement shall apply to all Occasional Teachers who are included on the Elementary School Occasional Teacher list in accordance with the provisions of this Collective Agreement.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 The Employer recognizes the Elementary Teachers' Federation of Ontario as the bargaining agent for all Occasional Teachers employed by the Employer in its Elementary schools.
- 2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

## **ARTICLE 3 - DEFINITIONS**

- 3.01 Occasional Teachers shall mean an Occasional teacher as defined in *The Education Act* (Section 1.1) and meeting the definition of "A teacher" as defined in *The Teaching Profession Act* (Section 1).
- 3.02 Long Term Occasional Teacher shall mean 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.
- 3.03 Casual Occasional Teacher shall mean an occasional teacher who is not a long term occasional teacher.
- 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 Day shall mean teaching day.

3.06 Except as specifically provided herein, the words and phrases used in this Agreement shall be ascribed the meaning provided for in *The Education Act*, as amended from time to time, and the Regulations thereto and shall be interpreted consistently with the provisions of the said Statutes and Regulations.

#### **ARTICLE 4 - 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 Union by the 15<sup>th</sup> day of the following month 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, addresses, wages earned, and dues deducted, and the number of days worked for each occasional teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form.

4.03 The Union shall indemnify and save the Employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.

#### **ARTICLE 5 - RIGHTS AND RESPONSIBILITIES**

5.01 **No Discrimination**  
The Employer shall not discriminate against employees with respect to conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of **origin**, union membership or activity, sexual orientation, or disability.

5.02 **Statutory Responsibilities**  
The Board and the Union agree to comply with *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.

5.03 **No Penalty**  
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.

- 5.04           **Evaluations**  
Only supervisory officers, elementary principals and vice-principals shall evaluate an occasional teacher's competence.
- 5.05    a)    The Board shall have a policy on, and procedures for, evaluations. The Union shall have input in the development of the policy.
- b)    Long Term Occasional Teachers shall be evaluated according to the policy and procedures as developed by District School Board Ontario North East. (Appendix C)
- c)    Casual Occasional Teachers shall be evaluated according to the policy and procedures as developed by District School Board Ontario North East in consultation with the Union upon request of the Casual Occasional teacher or the decision of the principal. It is understood that the evaluation will take place at a date and time convenient to the principal. (see appendix D)
- 5.06           **Just Cause**  
No Occasional Teacher shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated in writing. Notwithstanding the above, there is a probationary period of 40 days worked. During this probationary period, the Board may terminate the assignment for reasons satisfactory to the Board.

## **ARTICLE 6 - ACCESS TO INFORMATION**

- 6.01           The Board and the Union agree 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.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

The right to manage and conduct the business of the Employer is vested exclusively with the Employer and its administration.

## **ARTICLE 8 - COLLECTIVE AGREEMENT COPIES**

- 8.01           The Board shall provide each Occasional Teacher, on the Occasional Teacher list for the current year, with a copy of the current collective agreement in force between the Board and the Union.
- 8.02           The Board shall provide a copy of the current collective agreement to the principal of each elementary school under the jurisdiction of the Board.

## **ARTICLE 9 - GRIEVANCE/ARBITRATION PROCEDURES**

### **9.01 Definition of Grievance**

Grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

9.02 A teacher shall have the right to be represented by the bargaining agent during any stage of the grievance/arbitration procedure.

### **9.03 Complaint Stage**

The Union may, within twenty (20) days of the teacher becoming reasonably aware of the occurrence giving rise to the grievance, initiate a complaint citing the relevant Collective Agreement article, with the Principal or immediate supervisory who shall answer the complaint in writing within five (5) days after receipt of the complaint.

### **9.04 Grievance Procedure- Individual**

In the case of a grievance by the Union on behalf of one of its teachers, the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

#### **Step 1**

If the reply of the Principal or immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Union, the Union shall initiate a written grievance within twenty (20) days to the Regional Superintendent or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

9.05 A copy of the written grievance shall be sent to the Director of Education or designate.

The written grievance shall contain:

- a description of how the alleged dispute is in violation of the agreement; and
- the clauses in the agreement alleged to be violated; and
- the relief sought; and
- the signature of the duly authorized official of the Union.

### **9.06 Step 2**

If the reply of the Superintendent of Schools or designate is unacceptable to the Bargaining Unit, it shall, within ten (10) days of the receipt of the reply, so notify the Director of Education or designate. Within five (5) school days of receipt of the grievance, a meeting will be held with the Director of Education or designate. The Director of Education shall, after consultation with the Board, answer the grievance in writing within five (5) days after the next meeting of the Board.

9.07

**Step 3**

If the reply of the Director of Education or designate is unacceptable to the Union, it shall then apply for arbitration within ten (10) days of the receipt of the reply.

9.08

Where a teacher has received a termination notice, the teacher may file a grievance at Step 3 within ten (10) school days of written notice of termination.

9.09

**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.

9.10

**Grievance Mediation**

- (1) At any stage in the grievance procedure, the parties, by mutual consent, in writing, may elect to resolve the grievance by requesting the appointment of a Settlement Officer, in accordance with Section 48.5 of the *Ontario Labour Relations Act*, 1995.
- (2) The time lines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to request a Settlement Officer.
- (3) Upon written notification of either party to the other party indicating that the Party no longer agrees to the use of a Settlement Officer, the time lines in the grievance shall continue from the point at which they were frozen.

9.11

**Arbitration**

The Party desiring arbitration shall notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) working days, inform the other Party either that it accepts the other Party's appointee as a single Arbitrator or inform the other Party of the name of its appointees as a single Arbitrator or inform the other Party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within ten (10) day days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister or Labour upon the request of either Party.



9.12

**Powers of the Board of Arbitration**

In event of a request by either party for expedited arbitration to the Ontario Labour Relations Board, the arbitration meeting shall occur according to the procedures defined in the Ontario Labour Relations Act.

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or arbitration board under the Ontario Labour Relations Act and, in addition, has the power:

- (1) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time where, in its discretion, considers it proper to do so;
- (2) to grant such interim order, including interim relief, as the arbitrator or arbitration board considers proper, including interim reinstatement; and
- (3) to enforce a written settlement of a grievance.

9.13

There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.

9.14

Should the investigation or processing up the hearing of a grievance require that the grievor(s) or Union representative(s) or witnesses be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits. Hearings shall be scheduled at a convenient time for all Parties.

9.15

The Union shall pay for the cost of any occasional replacement(s) if necessary.

9.16

Each Party shall bear the fee and/or expense of its appointee to the arbitration board and any fees and/or expenses of the chairperson shall be borne equally by the Parties.

9.17

Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. The Union shall pay for the cost of any occasional replacement(s) if necessary.

9.18

Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

9.19

Time restrictions may be extended, if mutually agreed, in writing. Failure of one party to comply with the time limits or any agreed upon extension shall result in the grievance proceeding to the next step.

- 9.20 Grievances initiated and being processed under previous collective agreements between the Parties shall be dealt with under the grievance **and** arbitration procedure set out in the agreement under which the grievance was initiated.
- 9.21 The time limits stipulated in 9.04 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up until and including August 31 during the current school year.
- 9.22 No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 9.23 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

#### **ARTICLE 10 - STRIKES AND LOCKOUTS**

- 10.01 The Occasional Teachers and the Employer agree that there will be no strikes or lockouts during the term of this agreement. Notwithstanding the foregoing, Occasional Teachers may strike and the Employer may lock out Occasional Teachers in accordance with the provisions of the Ontario *Labour Relations Act*.
- 10.02 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.
- 10.03 Amendments, deletions, or additions to this Collective Agreement defined herein shall be in writing and be made only by mutual consent of the Parties to this Agreement.

#### **ARTICLE 11 - SALARY**

- 11.01 The Board shall pay rates of remuneration in accordance with the following:
- (a) **Casual Occasional Teacher:**
- (1) A teacher, employed as a Casual 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:
- September 1, 2004: 1/220 of Category A1 Year 0 of the Ontario North East Elementary Teachers' grid in effect, plus 4% vacation pay (includes statutory holiday pay).

September 1, 2005: 1/220 of Category A1 Year 0 plus 4% vacation pay (includes statutory holiday pay).

September 1, 2006: 1/220 of Category A1 Year 0 of the Ontario North East Elementary Teachers' grid in effect, plus 4% vacation pay (includes statutory holiday pay).

March 15, 2007: 1/220 of Category A1 Year 0 plus 4% vacation Pay (includes statutory holiday pay)

September 1, 2007: 1/220 of Category A1 Year 0 plus 4% vacation pay (includes statutory holiday pay)

March 13, 2008: 1/220 of Category A1 Year 0 plus 4% vacation pay (includes statutory holiday pay)

- (2) A teacher, employed as a Casual Occasional Teacher, not qualified to teach in the elementary schools in Ontario according to the Ontario Statutes, shall be paid for each day of employment at the rate of 75% of the rate as established in Article 11.01 (a)(1) above, plus 4% vacation pay (includes statutory holiday pay).

**(b) Long Term Occasional Teacher**

A Long Term Occasional Teacher shall be placed on the Ontario North East elementary 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 11.01(b) shall not be less than the rate paid under 11.01(a).

**Casual Occasional Teacher Hourly Rate**

- (3) Hourly rates shall apply to all teaching assignments that are ordinarily paid by the hour such as: Home Instruction, Curriculum Writing Teams, etc.

- (1) A teacher, employed as a Casual Occasional Teacher on an hourly basis qualified to teach in an elementary school in Ontario according to the Ontario Statutes shall be paid an hourly rate of 1/1000 of the minimum salary of Category A1, Year 0, of the District School Board Ontario North East – ETFO teachers' grid plus 4% vacation pay (includes statutory holiday pay).

- (2) A teacher, employed as a Casual Occasional Teacher on an hourly basis not qualified to teach in an elementary school in Ontario according to the Ontario Statutes shall be paid for each hour of employment at the rate of 75% of the rate established in Article 11.01 (3) (1) above, plus 4% vacation pay (includes statutory holiday pay).

11.02 Occasional Teachers shall be entitled to one-half day's pay in the event their services are not required on a day they were instructed to report if no cancellation of the assignment was made prior to nine o'clock (9:00 p.m.) the preceding day. It is understood that this clause shall not apply in instances of school closure.

- a) In a school with one (1) scheduled lunch period, remuneration paid to a casual occasional teacher will be either a half-day or a full day.
- b) In a balanced day school with two (2) scheduled nutrition breaks a half-day shall begin or end mid way through the second instructional block.
- c) Notwithstanding 11.02 a) and b) the Board may schedule Professional Development and/or Professional Development involving Professional Learning Communities in a block of 100 instructional minutes. In these instances only a casual occasional teacher shall be paid .33 of a day's pay to replace a teacher.

11.03 A professional activity, day shall not interrupt the continuity of the Occasional Teaching assignment.

11.04 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.

11.05 Occasional Teachers shall be paid every two (2) weeks, upon submission by the Occasional Teacher of a time sheet(s) that is approved by the appropriate principal(s). After three (3) months in a long term occasional teaching assignment, an occasional teacher shall be paid in accordance with Article 10.02 of the ONE elementary school teachers' collective agreement. If the Board knows, in advance of the start date, the assignment will be more than three (3) months in duration, the Occasional teacher may be paid in accordance with Article 10.02 of the ONE elementary school teachers' collective agreement prior to three (3) months in the long term occasional teaching assignment.

11.06 The Record of Employment certificates for Casual 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 assignments, if requested.

11.07 Recognized teaching experience for the purpose of 11.01(b) above, shall include the following:

- (1) The onus is on the teacher to provide documentation of teaching experience.
- (2) Previous elementary or secondary school teaching experience obtained while qualified under Ontario standards or equivalent to Ontario standards as determined by the College of Teachers and approved by the Board will be recognized for placement on the grid if the experience was obtained while in a probationary or permanent teaching position or as a long term occasional teacher. The calculation of teaching experience is based on paid time only with the exception of the statutory unpaid pregnancy leave period.
- (3) Teaching experience for salary purposes will be calculated as follows:
  - i) The calculation of years of teaching experience will be made annually as of September 1<sup>st</sup> and will be determined by dividing by ten (10) the total number of complete months of teaching; i.e., periods of twenty (20) or more consecutive days of teaching.
  - ii) If a period of teaching experience includes a partial month of ten (10) or more days, this experience will be recognized as a complete month e.g. four (4) months and twelve (12) teaching days will equal five (5) months; four (4) months and nine (9) teaching days will equal four (4) months.
  - iii) A part-time teacher who is employed for a full year to teach only a portion of each day will be credited with the percentage of time worked times ten (10) months; (e.g. a teacher working 50% of the time will be credited with five (5) months; a teacher working 80% of the time will be credited with eight (8) months).
  - iv) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one (1) school year.

11.08 In determining a Long Term Occasional Teacher's category on the Salary Grid, the Board will be guided by the definitions set out in the Qualifications Evaluation Council of Ontario (QECO) Programme 5.

11.09 It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with a Qualifications Rating Statement and any supporting documents within ninety (90) days of commencement of the assignment. The adjusted salary will be retroactive to Day 1 of the assignment.

11.10 Each Casual Occasional Teacher shall receive vacation pay on each cheque as specified in Article 11.01.

## **ARTICLE 12 - EMPLOYEE BENEFITS**

12.01 A full time Long Term Occasional Teacher who has a teaching assignment that exceeds three (3) months shall receive \$5.00 per day in lieu of Vision Care, Dental and Extended Health benefits. Part-time teachers shall have this amount pro-rated in accordance with their FTE. It is understood that payment will begin on the sixty-first (61 st) day of the teaching assignment, retroactive to the first day of the assignment.

Effective September 1, 2006, \$5.33 per day. Effective September 1, 2007, \$5.49 per day.

## **ARTICLE 13 - OCCASIONAL TEACHER LIST**

13.01 To be eligible for inclusion on the Qualified Occasional Teacher List, an Occasional Teacher must be a member of the Ontario College of Teachers.

13.02 In June of each year, Occasional Teachers will signify to the appropriate Principal or Superintendent whether they are available for supply teaching in the following year.

13.03 Occasional Teachers shall notify 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.

## **ARTICLE 14 - CALLING OF OCCASIONAL TEACHERS**

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

14.02 a) Occasional Teachers in the Northern Region will be called for occasional teaching assignments, for which they have indicated a preference according to school, grade or subject under the direction of the school principal.

b) Occasional Teachers in the Central Region will be called by a Central dispatcher for occasional teaching assignments for which they have indicated a preference according to school, grade or subject.

c) Occasional Teachers in the Southern Region will be called for occasional teaching assignments, for which they have indicated a preference according to school, grade or subject, under the direction of the school principal.

## **ARTICLE 15 - JOB VACANCIES**

- 15.01 All Long term Occasional Teaching positions shall be posted on applytoteach.ca and in each school operated by the Board in accordance with Article Seven (7) of the ONE Collective Agreement with elementary teachers. A copy of all positions shall be forwarded to the President of the Union.

## **ARTICLE 16 - SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS**

- 16.01 (a) Paid sick leave days will be granted to a Long Term Occasional Teacher.
- (b) After the twentieth (20<sup>th</sup>) day of a continuous Occasional Teacher assignment which exceeds twenty (20) days, a Long Term Occasional Teacher shall be credited with and entitled to the use of two (2) days sick leave per month. If the Occasional Teacher is less than full-time, the entitlement shall be pro-rated in accordance with time worked.
- 16.02 Sick leave shall be cumulative on the following basis:
- (a) month to month during a long-term assignment.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

- 17.01 Bereavement leave of up to three (3) days shall be granted without loss of pay or deduction from sick leave to a Long Term Occasional Teacher in the event of the death of a spouse, parent, child, guardian, brother, sister, mother-in-law, father-in-law, or grandparent.

## **ARTICLE 18 - COURT APPEARANCES**

- 18.01 A Long Term Occasional Teacher who is absent by reason of a summons to serve as a juror or a witness in any court to which the Occasional Teacher has been summoned in any proceedings to which the Occasional Teacher is not a party to or one of the persons charged, shall be paid the applicable earnings under 11.01(b) until the end of the assignment, provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror.

## **ARTICLE 19 - EXAMINATION AND GRADUATION**

- 19.01 A Long Term Occasional Teacher who has received the prior approval of the Superintendent of Schools or designate, may be absent from duty during the long term assignment without loss of pay or deduction from sick leave credit, not to exceed two (2) days, as follows:

- (1) for the purpose of writing an examination; the half day period during which the examination occurs will be granted.
- (2) for the purpose of attending the Occasional Teacher's graduation; the half day period during which the graduation occurs will be granted.

## **ARTICLE 20 - WORKING CONDITIONS**

- 20.01 The timetable for an Occasional Teacher shall be the same as the timetable of the teacher who is being replaced.
- 20.02 There shall be no supervisory duty scheduled for the Occasional Teacher prior to the commencement of the first class on the first day of an assignment.
- 20.03 The supervisory duty schedule for the Occasional Teacher will be the same as the schedule of the teacher being replaced. Notwithstanding the preceding if the teacher being replaced has duty prior to the commencement of classes as outlined in 20.02, the Occasional Teacher may be required to take on another duty later in the day.
- 20.04 The Board shall reimburse, at the Board's current Kilometer/mileage rate, each Occasional Teacher for travel between an assignment involving two (2) or more schools within the Board's jurisdiction if the teacher the Occasional Teacher is replacing normally receives the allowance.
- 20.05 In order to improve daily instruction as provided by an Occasional Teacher, the Board will request its regular teachers, through the principal, to provide information for the Occasional Teacher in the Occasional Teacher Information Folder. (See Appendix A)

## **ARTICLE 21 - PROFESSIONAL ACTIVITY DAYS**

- 21.01 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity sessions.
- 21.02 An Occasional Teacher not meeting the conditions in 21.01 above may attend, without pay, scheduled Professional Activity Days arranged by the Board.
- 21.03 An Occasional Teacher shall, upon request, have access to the Board's in-service programmes on a voluntary basis without pay.
- 21.04 The Board shall endeavour to annually provide professional development opportunities for Occasional Teachers.



## **ARTICLE 22 - BOARD-UNION RELATIONS**

- 22.01 The Board shall provide information to the Union about the professional development activities provided by the Board on request.
- 22.02 The Union shall have access to the existing bulletin boards to post items which it believes would be of interest to Occasional Teachers covered by this Agreement.
- 22.03 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director or designate, and from the President of the Local.
- 22.04 An occasional teacher committee with one (1) representative from the Union and the Board shall meet on a needs basis to study procedures for the placement of teachers on the Occasional teacher list, for the calling of Occasional Teachers and for monitoring the usage of unqualified teachers.
- 22.05 The Union shall be allowed to carry out Union business on the Board's premises outside of regular school hours, at no cost to the Union or the Board.

## **ARTICLE 23 - DURATION AND RENEWAL**

- 23.01 The collective agreement becomes effective upon ratification by both parties and shall remain in effect from September 1, 2004 to August 31, 2008.
- 23.02 Notwithstanding the period of notice stipulated in Section 59 of *The Labour Relations Act*, either Party may notify the other within the period of one hundred and eighty (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.
- 23.03 Any amendment to or variation in procedures specifically set out in the terms of the Collective Agreement shall be in writing and by mutual consent of the Employer and the Union.

## **ARTICLE 24 - PREGNANCY/PARENTAL LEAVE**

- 24.01 This Article shall apply to Long Term Occasional Teachers only.
- 24.02 Pregnancy and parental leave shall be approved in accordance with *The Employment Standards Act*. (Appendix B)

**ARTICLE 25 – MEDICAL PROCEDURE**

25                              t          on          for Diagnosis or T          

The board shall not request any 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 the teacher to risk, injury, or liability for negligence.

**ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY**

26.01                **Employer’s Obligations**

The parties agree that it is the board’s obligation to provide a safe and healthy workplace environment. The board shall make all reasonable provisions for the health and safety of employees. All rights and privileges established under any provincial statute in respect of occupational health and safety shall form part of this collective agreement.

**ARTICLE 27 - HARASSMENT**

27.01                The board recognizes its obligation to ensure that every teacher is free from harassment in the working environment. Harassment complaints will be addressed in accordance with Board Harassment Policy 1.2.2 of the District School Board Ontario North East Policy Manual.

**APPENDIX A**

**OCCASIONAL TEACHERS INFORMATION FOLDER**

School \_\_\_\_\_

Year \_\_\_\_\_

(Space for School logo)

Teacher: \_\_\_\_\_

Grade: \_\_\_\_\_

Room Number: \_\_\_\_\_

**PLEASE DO NOT TAKE THIS FOLDER FROM THE CLASSROOM**

Teachers Name: \_\_\_\_\_

Grade: \_\_\_\_\_ Room: \_\_\_\_\_

## Appendix A

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, CA'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 given; all coats in lockers; "no touch", "no gum. -- rules, etc.

### **Emergency Procedures:**

#### **Fire Drill**

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

#### ***Inclement* Weather**

Include busing procedures if children are dismissed early for a storm.

#### **Severe Behaviour Incidents**

Include how to call for assistance, etc.

### **School Programs/Services**

e.g. Milk program  
Breakfast program  
Snack sale/Tuck shop  
Band/Choir practices  
Sports programs at recesses  
After school resources/care

### **Regular Weekly or Monthly Events**

e.g. Pizza day  
Hot Dog day  
True Blue assembly  
Terrific Kids assembly

## Appendix A

### **PLEASE PUT INTO THIS FOLDER:**

Current class list, plus class list 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).

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

MY DUTY SCHEDULE

	<u>TIME</u>		<u>LOCATION</u>
Day 1:	_____	Day 4:	_____
Day 2:	_____	Day 5:	_____
Day 3:	_____	Day 6:	_____

ASSISTANTS/VOLUNTEERS/STAFF WHO ALSO WORK I N OUR ROOM

NAME \_\_\_\_\_ DAY/TIME \_\_\_\_\_

DUTY/PROGRAM \_\_\_\_\_

NAME \_\_\_\_\_ DAY/TIME \_\_\_\_\_

DUTY/PROGRAM \_\_\_\_\_

NAME \_\_\_\_\_ DAY/TIME \_\_\_\_\_

DUTY/PROGRAM \_\_\_\_\_

## OUR CLASSROOM ROUTINES

<b>Opening/Start of Day</b>	<b>Washroom/Fountain</b>
<b>Attendance</b>	<b>Recess Dismissal</b>
<b>Money Collection</b>	<b>Lunch Room</b>
<b>Students</b> <input type="checkbox"/> <b>use of materials from teacher</b> <input type="checkbox"/> <b>s desk or cupboards.</b>	<b>Hall/Lockers</b>
<b>Use of computer centre</b>	<b>Bus Routines</b>
<b>Setting up A/V equipment</b>	<b>End of day dismissal</b>

**STOP AND LISTEN**  **CUES WE USE**

**Reliable students for information or help:**

**Staff in nearby rooms:**

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OUR CLASSROOM RULES/EXPECTATIONS

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SUGGESTED MANAGEMENT TECHNIQUES

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REWARDS

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CONSEQUENCES

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STUDENT INFORMATION

READING GROUPS	MATH GROUPS	INDIVIDUAL PROGRAM
		WITHDRAWAL/ INTEGRATION

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:**

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**Comments re: Classroom Behaviour:**

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**Other:**

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**Occasional Teachers Name: \_\_\_\_\_**

## APPENDIX “B”

### The Employment Standards Act - Pregnancy and Parental Leave

#### 45. Definitions In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and “child” has a corresponding meaning; (“père ou mère”)

“spouse” means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons who live together in a conjugal relationship outside marriage. (“conjoint”) 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9); 2004, c. 15, s. 2; 2005, c. 5, s. 23.

### PREGNANCY LEAVE

#### 46. Pregnancy leave

- (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).
- (2) **When leave may begin** - An employee may begin her pregnancy leave no earlier than the earlier of,
  - (a) the day that is 17 weeks before her due date; and
  - (b) the day on which she gives birth. 2000, c. 41, s. 46 (2).
- (3) **Exception** - Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).
- (3.1) **Latest day for beginning pregnancy leave** - An employee may begin her pregnancy leave no later than the earlier of,
  - (a) her due date; and
  - (b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1 (10).

- 4. Notice** - An employee wishing to take pregnancy leave shall give the employer,
- (a) written notice at least two weeks before the day the leave is to begin; and
  - (b) if the employer requests it, a certificate from a legally qualified medical Practitioner stating the due date. 2000, c.41, s.46 (4)

**5. Notice to change date**

An employee who has given notice to begin pregnancy leave may begin the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c.41, s.46 (5).

**6. Same complication, etc.**

If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
  - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
  - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage, 2000, c.41, s.46 (6).

**47. End of pregnancy leave**

(1) An employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
  - (i) 17 weeks after the pregnancy leave began, and
  - (ii) **six** weeks after the birth, still-birth or miscarriage. 2000, c.41, s.47 (1)

(2) **Ending leave early**

An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c.41, s.47 (2).

(3) **Changing end date**

An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c.41, s.47 (3)

(4) **Employee not returning**

An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c.41, s.47 (4).

(5) **Exception**

Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c.41, s.47 (5).

## PARENTAL LEAVE

### 48 **Parental Leave**

(1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c.41, s.48 (1).

(2) **When leave may begin**

An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c.41, s.48 (2).

(3) **Restriction if pregnancy leave taken**

An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c.41, s.48 (3).

(4) **Notice**

Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c.41, s.48 (4).

(5) **Notice to change date**

An employee who has given notice to begin parental leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c.41, s.48 (5).

(6) **If child earlier than expected**

If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

- (a) the employee's parental leave begins on the day he or she stops working; and
- (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c.41, s.48 (6).

49. **End of parental leave**

(1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c.41, s.49 (1).

(2) **Ending leave early**

An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c.41, s.49 (2).

(3) **Changing end date**

An employee who has given notice to end his or her parental leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c.41, s.49 (3).

(4) **Employee not returning**

An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c.41, s.49 (4).

(5) **Exception**

Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c.41, s.49 (5).

## DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<p><b>SECTION 1.2:</b>      SYSTEM POLICIES &amp;                                  PROCEDURES</p>	<p><b>Policy Code</b>            1.2.5 <b>Page</b> <b>II</b> of 34</p>												
<p><b>TITLE:</b>      PROFESSIONAL PRACTICES-                                  TEACHERS</p>	<p><b>REGULATIONS</b>            <b>YES</b> <b>PROCEDURES</b>            <b>YES</b> <b>MANUAL</b>                    <b>YES</b></p>												
<p><b><u>POLICY STATEMENT</u></b></p> <p>WHEREAS, District School Board Ontario North East is Committed to providing quality education Programs in all its schools within its jurisdiction, and,</p> <p>WHEREAS, District School Board North East is also committed to staff development through a range of professional development programs including those within this Performance Appraisal Policy Package, and,</p> <p>WHEREAS, The Appraisal of Professional Practices of Teachers Policy has been co-operatively Developed as part of a series of policies dealing with the appraisal of Professional Practices within the Board, and,</p> <p>WHEREAS, These policies outline a set of procedures which will lead to greater job satisfaction, personal self-fulfillment on the part of the individual educator, and to the more effective realization of this system's goals,</p> <p>BE IT THEREFORE RESOLVED:</p> <p style="padding-left: 40px;">That the policy of District School Board Ontario North East is to implement this policy on a consistent objective and co-operative basis.</p>													
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">1<sup>st</sup> READING:</td> <td style="width: 30%;">OCTOBER 17, 2001</td> <td style="width: 40%;">Motion # 717-00</td> </tr> <tr> <td>2<sup>nd</sup> READING:</td> <td>MARCH 20, 2001</td> <td>Motion # 889-01</td> </tr> <tr> <td>3<sup>rd</sup> READING &amp; APPROVAL:</td> <td>APRIL 3, 2001</td> <td>Motion # 910-01</td> </tr> <tr> <td>IEFFECTIVE DATE:</td> <td>APRIL 3, 2001</td> <td>Revision Date:</td> </tr> </table>		1 <sup>st</sup> READING:	OCTOBER 17, 2001	Motion # 717-00	2 <sup>nd</sup> READING:	MARCH 20, 2001	Motion # 889-01	3 <sup>rd</sup> READING & APPROVAL:	APRIL 3, 2001	Motion # 910-01	IEFFECTIVE DATE:	APRIL 3, 2001	Revision Date:
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# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<p><b>SECTION 1.2: SYSTEM POLICIES &amp; PROCEDURES</b></p> <p><b>TITLE PROFESSIONAL PRACTICES - TEACHERS</b></p>	<p><b>Policy Code 1.2.5</b></p> <p><b>Page 2 of 34</b></p>
<p><b>ADMINISTRATIVE REGULATIONS</b></p> <ol style="list-style-type: none"> <li>1. The implementation of this policy package of Performance Appraisal will continue to include teaching staff, school administrators, system administrators, and teacher Federation representatives.</li>   <li>2. This policy package will form an integrated part of the Board's procedures in staff development.</li>   <li>3. This policy package of Performance Appraisal will include:             <ul style="list-style-type: none"> <li>3.1 Appraisal of newly hired teachers.</li> <li>3.2 Appraisal of teachers with permanent status</li> <li>3.3 Appraisal of teachers demonstrating below acceptable performance</li> </ul> </li>   <li>4. This Appraisal of Teacher Performance will provide a process whose primary function is the improvement of a limited number of aspects of the educator's professional practice during each appraisal period.</li>   <li>5. Nothing in this policy limits the responsibility of the Principal for supervision of instruction in his or her school under Ministry regulations or policy.</li>   <li>6. The Appraisal of Teachers with Permanent Status will be quite apart and separate from any policy or procedure involving Teachers demonstrating below acceptable performance. No documentary evidence generated during the process will be used in any "On Review" process.</li>   <li>7. The evaluation of newly hired teachers for the purposes of contract permanency will conform to current Collective Agreements.</li> </ol>	
<p><b>EFFECTIVE DATE: APRIL 3, 2001</b> <span style="float: right;"><b>Revision Date:</b></span></p>	

# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

SECTION 1.2: SYSTEM POLICIES & PROCEDURES  TITLE: PROFESSIONAL PRACTICES -TEACHERS	<b>Policy Code</b> <b>1.2.5</b> <b>Page 3 of 34</b>
<p>ADMINISTRATIVE REGULATIONS</p> <p><u>OPERATIONAL PROCEDURES</u></p> <ol style="list-style-type: none"> <li>1. Each Principal will submit at least two written appraisals within one year of the commencement of teaching duties. These reports will briefly describe the overall effectiveness of the teacher in his/her school, indicate any areas where improvement is required, and describe an Action Plan for improvement as outlined on the Teacher Review form attached.</li>   <li>2. These reports will be the result of classroom visitations and discussions with the newly-hired teachers. Classroom visits will be conducted in the following manner:           <ul style="list-style-type: none"> <li><input type="checkbox"/> Pre-visit discussion</li> <li><input type="checkbox"/> Classroom observation</li> <li><input type="checkbox"/> Post-visit discussion</li> </ul> </li>   <li>3. The first written appraisal will be completed within the first four months of beginning teaching. If the teacher's performance at this point is satisfactory, the principal will indicate as much and schedule a second visitation within five months. If the principal has concerns about the teacher's performance, this must be clearly indicated, areas for improvement outlined and a plan put in place to support the improvements before subsequent visitation(s) occur.</li>   <li>4. Within ten months of the commencement of teaching duties, a newly hired teacher will receive a summative written appraisal from the principal making one of two recommendations regarding future appraisals.           <ul style="list-style-type: none"> <li>a) The teacher's performance will be appraised under the Appraisal of Teachers with Permanent Status Procedures</li>   <li style="text-align: center;">OR</li>   <li>b) The teacher's performance will be appraised under the Appraisal of Teachers Demonstrating Below Acceptable Performance Procedures.</li> </ul> </li> </ol>	
<div style="display: flex; justify-content: space-between;"> <span>EFFECTIVE DATE: APRIL 3, 2001</span> <span><i>Revision Date: APRIL 3, 2001</i></span> </div>	

# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<p><b>SECTION 1.2: SYSTEM POLICIES &amp; PROCEDURES</b></p> <p><b>TITLE: PROFESSIONAL PRACTICES - TEACHERS</b></p>	<p><b>Policy Code 1.2.5</b></p> <p><b>Page 4 of 34</b></p>
<p><b>PROCEDURES</b></p> <ol style="list-style-type: none"> <li>1. All teachers will develop an annual growth plan. The teacher will analyze his/her current practice and identify areas for growth. The attached Guide to the Appraisal of Professional Growth provides resources for developing the growth plan.</li> <li>2. The teacher will establish a Professional Portfolio at the beginning of the process. It will include items, which indicate the teacher's progress through the appraisal procedure. It will be the teacher's responsibility to maintain and store this Portfolio.</li> <li>3. Once a growth plan is developed the teacher and principal will review it and the principal and teacher will approve the plan or suggest additions or changes.</li> <li>4. A teacher may choose to work independently, with a peer or with administrative mentoring as part of the growth plan. In all cases the teacher will meet periodically with the Principal to review progress.</li> <li>5. At the end of the year, the teacher and Principal will review the Professional Portfolio and Growth Plan. The Teacher will submit a written report of progress. This will be filed in the Professional Portfolio and a copy will be filed with the Principal.</li> <li>6. Once every five years the teacher will be involved in Summative Evaluation of his/her Performance. In all cases this will adhere to the following procedures:             <ol style="list-style-type: none"> <li>a. The Principal and Teacher will review the Professional Portfolio and growth plan. They will prepare an evaluation plan that includes                 <ul style="list-style-type: none"> <li>- Specific aspects of the teacher's Performance to be focused on</li> <li>- Methods of monitoring performance</li> <li>- A schedule for visitation(s)</li> </ul> </li> <li>b. At a pre-arranged date(s) and time(s) the principal will visit the classroom for observational purposes. The visit(s) will focus on the specific aspects of the teacher's performance outlined in the evaluation plan.</li> <li>c. Following the visitation(s) the Principal and Teacher will meet to discuss the Principal's observations of the teacher's performance.</li> <li>d. At the conclusion of the Summative Evaluation of Performance, the Principal will prepare an appraisal report outlining the teacher's Performance. It must include a summary statement of the teacher's overall competency. This will be shared with the teacher and Supervisory Officer. Provision shall be made for the teacher to make written comments on the report and sign as received.</li> <li>e. The final report shall be shared with the Supervisory Officer and placed in the teacher's personnel file.</li> </ol> </li> <li>7. If a teacher transfers within the Board, the growth plan reports move with the teacher. He/she will remain at the same point in the 5 year cycle.</li> </ol>	
<p><b>EFFECTIVE DATE: APRIL 3, 2001</b> <span style="float: right;"><b>Revision Date: APRIL 3, 2001</b></span></p>	

# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<p><b>SECTION 1.2:      SYSTEM POLICIES &amp; PROCEDURES</b></p>	<p><b>Policy Code 1.2.5</b> <b>Page 5 of 34</b></p>
<p><b>TITLE:      PROFESSIONAL PRACTICES-TEACHERS</b></p>	
<p><b>PROCEDURES</b></p> <ol style="list-style-type: none"> <li>1.    If, at any time during the process of on-going supervision a principal determines that the quality of a teacher's performance is not satisfactory, the principal must move to an administrative supervision and evaluation model. In all cases this will adhere to the following procedures:             <ol style="list-style-type: none"> <li>i)    The principal will prepare a detailed report outlining areas of difficulty, suggestions for improvement and support that is available. The summary statement must state that the performance of the teacher is unsatisfactory.</li> <li>ii)   The principal will visit the classroom regularly and prepare a second report within twenty school days. If there is improvement, it needs to be clearly stated in the report. If difficulties persist, the teacher will be required to submit a Plan for Improvement.</li> <li>iii)  The teacher will continue to be provided with assistance to facilitate improvement and within twenty school days a third <b>summative</b> report must be prepared. Where performance has improved, the report will clearly indicate as much. Where there has been little or no improvement, the principal, after discussion with the appropriate Superintendent, shall provide the teacher with a Letter of Notification that the teacher is under review. The letter shall state specific areas of performance requiring improvement, assistance already provided, assistance, which will be provided, and timelines for improvement. The letter will indicate that at the end of the timeline one of the following recommendations will be made.                 <ol style="list-style-type: none"> <li>a)    Termination of employment           or</li> <li>b)    Return to normal supervision</li> </ol> </li> <li>iv)  The "under review process" shall not be longer than 10 months.</li> </ol> </li> </ol>	
<p><b>EFFECTIVE DATE: APRIL 3, 2001</b> <span style="float: right;"><b>Revision Date: APRIL 3, 2001</b></span></p>	

## DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<p><b>SECTION 1.2: SYSTEM POLICIES &amp; PROCEDURES</b></p> <p><b>TITLE: OCCASIONAL TEACHER</b></p>	<p><b>Policy Code 1.2.9</b></p> <p><b>Page 1 of 3</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><b>REGULATIONS</b></td> <td style="text-align: right;"><b>YES</b></td> </tr> <tr> <td><b>PROCEDURES</b></td> <td style="text-align: right;"><b>YES</b></td> </tr> <tr> <td><b>MANUAL</b></td> <td style="text-align: right;"><b>NO</b></td> </tr> </table>	<b>REGULATIONS</b>	<b>YES</b>	<b>PROCEDURES</b>	<b>YES</b>	<b>MANUAL</b>	<b>NO</b>
<b>REGULATIONS</b>	<b>YES</b>						
<b>PROCEDURES</b>	<b>YES</b>						
<b>MANUAL</b>	<b>NO</b>						

**POLICY STATEMENT**

**WHEREAS**, District School Board Ontario North East is committed to providing quality education programs by the most highly competent staff; and,

**WHEREAS**, the absence of teachers occurs regularly due to such things as in-service requirements, and leaves as outlined in the collective agreements; and,

**WHEREAS**, the goal of District School Board Ontario North East is to deliver the Ontario Curriculum in a manner that is least disruptive to students; and,

**WHEREAS**, District School Board Ontario North East is committed to appraisal of professional practices as an important part of staff development.

**BE IT THEREFORE RESOLVED**, that it be policy of District School Board Ontario North East that a procedure to evaluate the quality of job performance of occasional teachers be implemented.

<b>1<sup>st</sup> READING:</b>	October 16, 2001	<b>Motion #</b>	1107-01
<b>2<sup>nd</sup> READING:</b>	January 22, 2002	<b>Motion #</b>	1207-02
<b>3<sup>rd</sup> READING &amp; APPROVAL:</b>	January 22, 2002	<b>Motion #</b>	1207-02
<b>EFFECTIVE DATE:</b>	January 22, 2002	<b>Revision Date:</b>	

# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<b>SECTION 1.2: SYSTEM POLICIES &amp; PROCEDURES</b>	<b>Policy Code 1.2.9</b> <b>Page 2 of 3</b>
<b>TITLE: OCCASIONAL TEACHER</b>	

## ADMINISTRATIVE REGULATIONS

The evaluation of an occasional teacher shall take place at the discretion of the principal upon identification of work performance difficulties. (see Appendix A)

The success of the intervention will be monitored and determined by the principal or vice-principal who initiated it.

The principal may consult with other school principals as part of this evaluation process.

An occasional teacher may initiate an evaluation of their work performance through a request to a principal.

**EFFECTIVE DATE: January 22, 2002**

**Revision Date:**

# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<p><b>SECTION 1.2: SYSTEM POLICIES &amp; PROCEDURES</b></p> <p><b>TITLE: OCCASIONAL TEACHER</b></p>	<p style="text-align: right;"><b>Policy Code 1.2.9</b></p> <p style="text-align: right;"><b>Page 3 of 3</b></p>
<p><b>OPERATIONAL PROCEDURES</b></p> <p>In order to improve the quality of education and focus on improvement, the principal or vice-principal will set up a meeting with an occasional teacher who has demonstrated work performance difficulties. At that time the specific problem(s) and/or concerns will be outlined. As well, suggestions for improvement and professional growth will be provided by the principal or vice-principal.</p> <p>The Criteria for Effective Teaching (Appendix A) will be used to guide the evaluation process as it applies to occasional teacher.</p> <p>A written summary of this meeting (Appendix B) and any follow-up meetings will be shared with the Regional Superintendent of Schools. A copy of any written meeting summaries will be given to the teacher. The principal will retain another copy at the school.</p> <p>If the teacher has resolved the work performance problem(s), his/her name will remain on the supply list for that school and the occasional teacher will complete the teaching assignment and/or return to teach again.</p> <p>If, after adequate support and time, the problem has not been resolved, the principal will report to the Regional Superintendent that the occasional teacher is unable to successfully complete the term of the coverage or long-term occasional contract and/or recommend the teacher's name be removed from the occasional teacher list for that school/program.</p> <p>After a year from the time of the decision to remove the occasional teacher from the occasional teacher list for the school, the teacher may request reinstatement at the school through a written request to the principal. The principal shall consider the request and the teacher will be allowed to return subject to the evaluation process. If unsuccessful, the teacher may be removed from the list for that school permanently with Superintendent approval.</p> <p>If the occasional teacher is reported to the Superintendent by more than one school as having unresolved work performance difficulties, the Superintendent will consider permanently removing the teacher from the appropriate occasional teacher list(s).</p>	
<p><b>EFFECTIVE DATE: January 22, 2002</b> <span style="float: right;"><b>Revision Date:</b></span></p>	

# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

Appendix B

## OCCASIONAL TEACHER EVALUATION SUMMARY OF MEETING SCHOOL ADMINISTRATOR AND OCCASIONAL TEACHER

Meeting Date:

School:

Teacher Name:

Name of School Administrator Responsible for this Evaluation:

Other Persons in Attendance (if any):

Description of Work Performance Problem(s):

Plan/Date for Follow-Up:

Final Resolution:

Principal's Additional Comments: (if any)

Occasional Teacher's Comments: (if any)

p.c. Regional Superintendent of Schools  
Occasional Teacher  
Initiating School



# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

Appendix A

## Criteria for Effective Teaching

### COMMITMENT TO STUDENTS AND STUDENT LEARNING

#### Creating an Environment of Respect and Rapport

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Teacher Interaction with Student</li> </ul> | <ul style="list-style-type: none"> <li>• Student Interaction</li> </ul> |
|--|---|

#### Establishing a Culture for Learning

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Importance of the Content</li> </ul> | <ul style="list-style-type: none"> <li>• Expectations for Learning and Achievement</li> </ul> |
| <ul style="list-style-type: none"> <li>• Student Pride in Work</li> </ul>     |   |

#### Engaging Students in Learning

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Activities and Assignments</li> </ul> | <ul style="list-style-type: none"> <li>• Structure and Pacing</li> </ul> |
| <ul style="list-style-type: none"> <li>• Grouping of Students</li> </ul>       |  |

#### Demonstrating Flexibility and Responsiveness

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Lesson Adjustment</li> </ul>    | <ul style="list-style-type: none"> <li>• Persistence</li> </ul> |
| <ul style="list-style-type: none"> <li>• Response to Students</li> </ul> |   |

#### Managing Student Behaviour

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Expectations</li> </ul>                    | <ul style="list-style-type: none"> <li>• Response to Student Misbehaviour</li> </ul> |
| <ul style="list-style-type: none"> <li>• Monitoring of Student Behaviour</li> </ul> |  |

#### Managing Classroom Procedures

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Management of Instructional Groups</li> </ul> | <ul style="list-style-type: none"> <li>• Management of Materials and Supplies</li> </ul>              |
| <ul style="list-style-type: none"> <li>• Management of Transitions</li> </ul>          | <ul style="list-style-type: none"> <li>• Supervision of Volunteers &amp; Paraprofessionals</li> </ul> |

#### Maintaining Accurate Records

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Student Completion of Assignments</li> </ul> | <ul style="list-style-type: none"> <li>• Non-Instructional Records</li> </ul> |
| <ul style="list-style-type: none"> <li>• Student Progress in Learning</li> </ul>      |   |

### PROFESSIONAL KNOWLEDGE

#### Demonstrating Knowledge of Students

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Knowledge of Characteristics of Age Group</li> </ul>            | <ul style="list-style-type: none"> <li>• Knowledge of Students' Skills and Knowledge</li> </ul>            |
| <ul style="list-style-type: none"> <li>• Knowledge of Students' Varied Approaches to Learning</li> </ul> | <ul style="list-style-type: none"> <li>• Knowledge of Students' Interests and Cultural Heritage</li> </ul> |

#### Demonstrating Knowledge of Content and Pedagogy

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Knowledge of Content</li> </ul>                    | <ul style="list-style-type: none"> <li>• Knowledge of Content-Related Pedagogy</li> </ul> |
| <ul style="list-style-type: none"> <li>• Knowledge of Prerequisite Relationships</li> </ul> |   |

#### Demonstrating Knowledge of Students

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Resources for Teaching</li> </ul> | <ul style="list-style-type: none"> <li>• Resources for Students</li> </ul> |
|--|--|

# DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<b>TEACHING PRACTICE</b>	
<b>Selecting Instructional Goals</b>	
• Value	• Suitability for Diverse Students
• Clarity	• Balance
<b>Designing Coherent Instruction</b>	
• Learning Activities	• Instructional Groups
• Instructional Materials and Resources	• Lesson and Unit Structure
<b>Communicating Clearly and Accurately</b>	
• Directions and Procedures	• Oral and Written Language
<b>Using Questioning and Discussion Techniques</b>	
• Quality of Questions	• Student Participation
• Discussion Techniques	
<b>Providing Feedback to Students</b>	
• Quality: Accurate, Substantive, Constructive, and Specific	• Timelines
<b>Reflecting on Teaching</b>	
• Accuracy	• Use in Future Teaching
<b>Assessing Student Learning</b>	
• Congruence with Instructional Goals	• Use for Planning
• Criteria and Standards	
<b>LEADERSHIP AND COMMUNITY</b>	
<b>Communicating with Families</b>	
• Information About the Instructional Program	• Engagement of Families in the Instructional Program
• Information About Individual Students	
<b>Contributing to the School and District</b>	
• Relationships with Colleagues	• Participation in School and District Projects
• Service to the School	
<b>Showing Professionalism</b>	
• Service to Students	• Decision Making
• Advocacy	

LETTER OF UNDERSTANDING

BETWEEN:

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

(the "Board")

- and -

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
ONTARIO NORTH EAST LOCAL  
REPRESENTING - ELEMENTARY SCHOOL OCCASIONAL TEACHERS

(the "Union")

RE: CREDIT FOR TEACHING EXPERIENCE

The Board and the Union agree that the provisions in Article 11.07(1) in the collective agreement for the elementary occasional teachers, in force from August 31, 2003 to August 31, 2008, will apply to occasional teachers who are on the occasional teacher list in June 2001. It is understood that occasional teachers hired after June 2001 will be subject to Article 11.07 in the collective agreement for elementary occasional teachers ending August 31, 2008.

Signed of behalf of ETFO

*James Mc Mahon*

Signed on behalf of the Board

*Ken Ry*

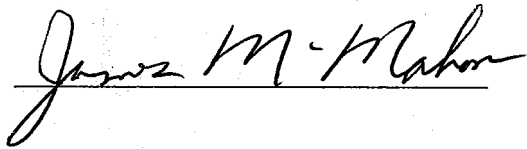
This 19<sup>th</sup> day of September 2006

Dated in Timmins, Ontario this 19<sup>th</sup> day of September 2006

SIGNED ON BEHALF OF:

Elementary Teachers'  
Federation of Ontario  
Ontario North East Local  
Representing Elementary  
School Occasional Teachers

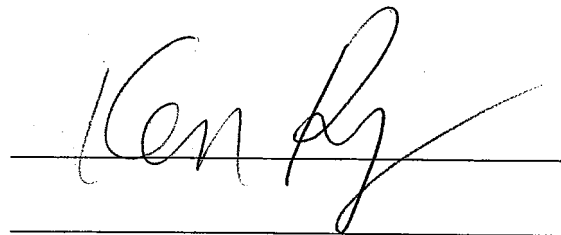
District School Board Ontario  
North East



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LETTER OF INTENT

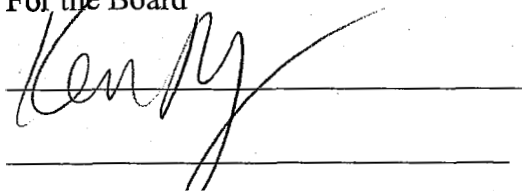
RE: ASSIGNMENT OF CASUAL OCCASIONAL TEACHER

The Board and the Union agree that the Board, in consultation with the Union, will develop, within thirty (30) school days of ratification of the collective agreement, a Board Administrative Procedure for the calling of occasional teachers in elementary schools. The underlying principal shall be to ensure compliance with Article 14 of the collective agreement.

The committee shall consist of two (2) representatives from the Union and two (2) representatives from the Board. It is understood the Board and the Union may have up to two (2) additional members as observers on the committee.

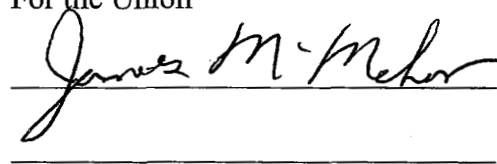
The Administrative Procedures shall be developed no later than August 15, 2006 and shall take effect no later than September 1, 2006.

For the Board



A handwritten signature in black ink, appearing to be "Ken P.", is written over a horizontal line. A second horizontal line is positioned below the first line.

For the Union



A handwritten signature in black ink, "James M. Meher", is written over a horizontal line. A second horizontal line is positioned below the first line.

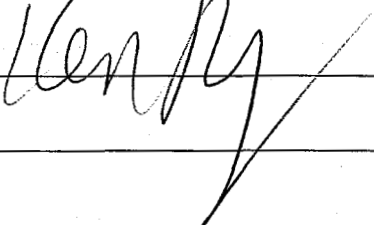
LETTER OF INTENT

RE: ADMINISTRATIVE PROCEDURE – EVALUATION OF CASUAL  
OCCASIONAL TEACHERS

The Board and the Union agree that the Board, in consultation with the Union, will develop, within thirty (30) school days of ratification of the collective agreement a Board Administrative Procedure for the evaluation of Occasional Teachers in elementary schools in accordance with Article 5.04 and 5.05.

The committee shall consist of two (2) representatives from the Union and two (2) representatives from the Board. It is understood the Board and the Union may have **up** to two (2) additional members as observers on the committee.

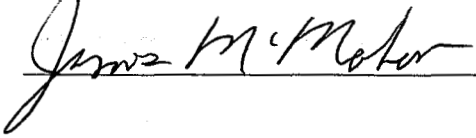
For the Board



\_\_\_\_\_

\_\_\_\_\_

For the Union



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