



# **ELEMENTARY OCCASIONAL TEACHER COLLECTIVE AGREEMENT**

**BETWEEN**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**THE ELEMENTARY OCCASIONAL TEACHER'S FEDERATION OF  
ONTARIO (ETFO)**

*September 1, 2008 to August 31, 2012*



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## **ARTICLE 1.00 - PURPOSE**

### 1.01

It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

## **ARTICLE 2.00 - SCOPE AND RECOGNITION**

### 2.01

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

### 2.02

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

### 2.03

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

### 2.04 (a)

The Board will grant to the Union the equivalent of thirty (30) Days per school year, at the Board's expense, to be used for the purposes related to negotiations or other Union Business. Such released members will receive pay and benefits. Such leave shall not constitute a break in service. Should the Union require more than thirty (30) Days as mentioned above, the Board shall provide further leave and the Union shall reimburse the Board for its actual replacement costs, if any.

### 2.04 (b)

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

### 2.05

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

### 2.06

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

### 2.07

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

2.08

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

2.09

In all cases where an Occasional Teacher receives pay under this Article 2.00, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.

2.10

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

2.11

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

2.12

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

2.13

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

2.14

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

2.15

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

2.16

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

2.17

Each Occasional Teacher employed by the Board to teach students in grades Junior Kindergarten through to and including Grade 8 and all satellite classes accountable to elementary principals shall be a member of the Elementary Teachers' Federation of Ontario. If an ETFO member is not available then regulation 298, Section 21.1 of the Education Act will apply.

2.18

When an Occasional Teacher sits on any committee of the Board, the Board may provide the release time required to be a member of the committee at Board expense by the approval of the Superintendent - Human Resources.

### **ARTICLE 3.00 - DEFINITIONS**

3.01

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

3.02

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

3.03

“Casual Occasional Teacher” shall mean an Occasional Teacher who is not a Long Term Teacher.

3.04

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

3.05

“Board” shall mean the Board and its predecessors.

3.06

- (a) “Day” shall mean school day of three hundred (300) instructional minutes plus any assigned supervision duties that are a part of the timetable of the Teacher being replaced on that Day.
- (b) “Half-Day” shall mean one hundred and fifty (150) instructional minutes plus any assigned supervision duties that are a part of the timetable of the Teacher being replaced on that Day.

3.07

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

3.08

“Seniority” shall be defined by the employee number given by the Board when an Occasional Teacher is added to the List. The List shall be rank ordered so that the most senior member has the smallest employee number and the most junior member has the largest employee number.

### 3.09 **SEMS Definitions**

- (a) "SEMS" shall mean the automated Substitute Employee Management System used to book Occasional Teacher assignments.
- (b) "Absence" shall mean a Teacher is out of the classroom and needs to be replaced by an Occasional Teacher.
- (c) "Vacancy" shall mean that the Occasional Teacher's assignment shall be professional duties, assigned by the principal or designate.
- (d) "Priority List" shall mean a school list of Occasional Teachers who receive first (1<sup>st</sup>) priority call out, when Absences or Vacancies occur for that school, according to their profile.
- (e) "General List" shall mean a school list of Occasional Teachers who receive second (2<sup>nd</sup>) priority call out for all Absences or Vacancies for that school.
- (f) "District Preferred" (Level 2 Restricted) shall mean Occasional Teachers who receive call out only the night before or the Day of an Absence or Vacancy.
- (g) "Sub-Groups" shall mean Occasional Teachers, on a school's Priority or General List, who receive first priority call out for specific subjects according to their Profile.
- (h) "Profile" shall mean the Occasional Teacher's qualifications and/or willingness with regard to divisions and subject areas.

## **ARTICLE 4.00 - UNION DUES AND ASSESSMENTS**

### 4.01

The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario within thirty (30) Days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

### 4.02

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

### **Payroll Deduction**

### 4.03

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



4.04

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

4.05

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

## **ARTICLE 5.00 - RIGHTS AND RESPONSIBILITIES**

### **Exercise of Rights**

5.01

The Board agrees that its rights and responsibilities shall be exercised in a manner that is reasonable, equitable, non-discriminatory and consistent with this Collective Agreement and the prevailing statutes.

### **Statutory Responsibilities**

5.02

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

### **No Penalty**

5.03

- (a) The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- (b) In the event that any employees of the Board, other than those covered by this agreement, engage in a lawful strike and/or maintain a picket line, employees covered by this agreement shall not be required to perform work done by those employees.

### **No Discrimination**

5.04

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

### **Family Status**

- (b) The parties agree that all employment rights (including but not limited to insured benefits, leave provisions, and survivor benefits) which depend upon or relate to spousal or marital status shall apply to Occasional Teachers in common law and same sex partnerships/marriages on the same basis.

### **Harassment**

5.05

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

The Board and the Occasional Teachers agree that every Occasional Teacher has a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students, and any and all persons engaged in an activity with the Board.

## **Evaluations**

### **5.06**

Only Supervisory Officers, Elementary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence and where evaluations occur it shall be in accordance with the evaluation form "Appendix A".

### **5.07**

- (a)
  - i) Long Term Occasional Teachers shall be evaluated at the request of the Occasional Teacher following the evaluation procedures in Appendix A.
  - ii) Casual Occasional Teachers, who have taught in a school for a minimum of ten (10) Days, and have provided a minimum of five (5) Days notice to the Principal, shall be evaluated at the request of the Occasional Teacher during a period of time acceptable to both parties.
  - iii) It is understood that a Principal may evaluate an Occasional Teacher at the Principal's discretion, or at the request of the Human Resources Officer - Teaching, according to the Board's evaluation procedures in Appendix A.
- (b) In the event of an overall rating of NI (Needs Improvement) in the evaluation of an Occasional Teacher according to Appendix A, the Board shall endeavor to provide support, resources and assistance to help the Occasional Teacher address the recommendations in the evaluation.

## **Just Cause**

### **5.08**

- (a) No Occasional Teacher shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated in writing within five (5) Days from the time the Occasional Teacher is informed of any such action. Such action shall be in accordance with the Discipline Process for Occasional Teachers as agreed to between the Board and Union. (Appendix E)
- (b) Prior to imposition of any actions listed in 5.08 (a), there shall be a meeting held between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have a representative of the Union present. This meeting shall be convened within five (5) Days of the administration becoming aware of the need to call such a meeting. This meeting may be held beyond the five (5) Days if mutually agreed to by the parties.

## **Termination of Long Term Assignments**

### **5.09**

- (a) The Board shall give the Occasional Teacher a week's notice of the termination of a Long Term assignment, or a week's pay in lieu of notification, where:
  - i) the return of the original Teacher is prior to the end of the signed assignment date; or

- ii) in cases where the class is to collapse or
  - iii) there is a surplus of permanent Teachers due to declining enrolment and the Teacher being replaced is the Teacher who would be declared surplus to the school.
- (b) The Occasional Teacher shall give the Board a minimum of one (1) week notice should the Occasional Teacher choose to terminate a Long Term Occasional agreement.

Termination for any other reasons shall be subject to the Just Cause provision in Article 5.08

### **Board to Provide Insurance**

#### 5.10

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

### **Criminal Record Checks**

#### 5.11

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

- (a) Where the Occasional Teacher consents to the criminal reference check being conducted through the Board process under the auspices of the Ontario Education Services Corporation (OESC), the Board shall pay the cost associated with securing the criminal reference check.
- (b) Where an Occasional Teacher chooses to obtain a criminal reference check, outside of the Board's process, any costs associated with obtaining the criminal reference check shall be the responsibility of the Occasional Teacher.
- (c) The Board shall ensure that all reference checks, offence declarations and related documentation, which are obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law, are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Human Resources Administrator and the Human Resources Department staff, although this does not preclude consultations with appropriate officials under Section 5.12 (d).
- (d) The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the Occasional Teacher except for the purpose of considering a recommendation for disciplinary action against the Occasional Teacher or as otherwise required by law.
- (e) New Occasional Teachers to the Board shall provide a criminal record check at their own expense as a condition of employment.

## **ARTICLE 6.00 - ACCESS TO INFORMATION**

### **6.01**

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

### **Personnel Files**

#### **6.02**

- (a) The only non-medical personnel file respecting an Occasional Teacher shall be maintained in the Human Resources Department in a confidential manner.
- (b) The personnel file shall be available and open to the Occasional Teacher for inspection in the presence of the Human Resources Officer - Teaching at any reasonable time during the regular working hours of the department.
- (c) In the case of an Occasional Teacher who resides and works more than thirty (30) kilometres from the location where such files are kept, upon request by the Occasional Teacher, a meeting to view the file will be scheduled within five (5) Days at a mutually agreeable location.

#### **6.03**

An Occasional Teacher shall be entitled, upon request, to copies of any material contained in an Occasional Teacher's personnel file.

#### **6.04**

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

### **Documents Respecting Performance Or Conduct**

#### **6.05**

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

### **Signature Not Approval**

#### **6.06**

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

#### **6.07**

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

#### **6.08**

An Occasional Teacher shall have the right to place material in the Occasional Teacher's personnel file.

## **Inaccurate Information**

6.09

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

6.10

If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) Days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher in writing of its decision including reasons for the decision. The amended information shall be sent to all persons who receive the report based on inaccurate information within five (5) calendar days.

6.11

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

6.12

An Occasional Teacher may be accompanied by a witness of the Occasional Teacher's choice when accessing the personnel file.

## **Adverse Material To Be Removed**

6.13

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

## **Medical Information**

6.14

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

## **Access To Board Minutes**

6.15

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

## **Data For Negotiations**

6.16

- (a) Within ten (10) Days of the request, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of the Collective Agreement including, but not limited to, the following:
- i) A statement of the current operating budget, including any school-by-school or Board-wide allocations for Occasional Teachers;
  - ii) A statement of the current operating expenditures;
  - iii) The number of Occasional Teachers participating in each benefit plan covered by this Agreement and the current premium cost of that participation;

- iv) Information on staffing, class size, and enrollment;
- v) Any documents received from government sources which relate to the funding and operation of the Board.

(b) Time lines may be adjusted by mutual consent.

6.17

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

6.18

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

6.19

(a) The Board shall provide to the Union, by September 15 each year, the following information as it relates to vacancies and new elementary positions:

- i) The total number of applications;
- ii) The number of Occasional Teachers who applied;
- iii) The total number interviewed;
- iv) The number of Occasional Teachers interviewed;
- v) The total number of Teachers hired; and
- vi) The total number of Occasional Teachers hired.

(b) Time lines may be adjusted by mutual consent.

6.20

The Board shall provide to the Union, by September 15 each year, a letter stating the total number of elementary Casual and Long Term Occasional teaching Days for the previous school year as of June 30.

6.21

The Board shall provide to the Union the names and assignments of Occasional Teachers as they are placed in Long Term Occasional positions.

## **ARTICLE 7.00 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION**

7.01

(a) The Board shall provide, within thirty (30) Days of the signing of the Collective Agreement, each Occasional Teacher with a hard copy of the current Collective Agreement in force between the Board and Union.

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

7.02

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

7.03

Each applicant, when accepted on the List, shall be provided with a copy of this Collective Agreement.

7.04

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

7.05

- (a) The Board shall distribute information packages to all Occasional Teachers newly added to the List. One such package will be supplied by the Union. The other one will be the Board's current New Teacher Orientation package with suitable modifications for Occasional Teachers.
- (b) Occasional Teachers will be able to download from the board's website ([www.hpedsb.on.ca](http://www.hpedsb.on.ca)) a pay date schedule and a current school directory by August 15 for the upcoming school year.
- (c) Within five (5) Days of their request, Occasional Teachers shall be provided with confirmation of their SEMS profile as entered in the system.

7.06

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

**ARTICLE 8.00 - OCCASIONAL TEACHER LIST**

8.01

- (a) An Occasional Teacher must be qualified to teach in Ontario and hold a current Certificate of Registration from the Ontario College of Teachers to be eligible for inclusion on the List.
- (b) An Occasional Teacher on the List, as a condition of employment, shall be a member in good standing with the Union and the Ontario College of Teachers.
- (c) It shall be the responsibility of the Occasional Teacher to provide the Board with a copy of the Occasional Teacher's Ontario College of Teachers' Certificate of Qualification.

8.02

- (a)
  - i) The maximum number of Occasional Teachers in Level 1 shall be 33% of the number of FTE Elementary Teachers employed by the Board as of September 1<sup>st</sup> of each school year.
  - ii) The maximum number of Occasional Teachers in Level 2 shall be 12% of the number of FTE Elementary Teachers employed by the Board as of September 1<sup>st</sup> of each school year.
- (b) The Board may request of the Union that the number of names on the List be increased to maintain a sufficient pool of names for casual assignments. Pursuant to such a request, the number of names on the List may be increased, but only with the written

consent of the Union, and only to the extent that the Union permits .

- (c) The Union has the right to stipulate that, as of a date of its choosing, no new names may be added until the number of names on the List falls below the maximum number.
- (d) The onus is on the Board to add to the List only those Occasional Teachers who would be qualified and competent to be assigned to the Long Term Occasional positions or vacant elementary teaching positions.

#### 8.03

- (a) Additions to the List shall be made after September for the current school year and from time to time as the need arises in consultation with the Union. Such additions will address the emergent geographic, subject area, and grade level needs.
- (b) Occasional Teachers, who are currently in Level 2 and have indicated on their Agreement to Teach Forms an interest in being in Level 1, shall be placed in Level 1, as space allows, before any new Occasional Teachers are hired and placed in Level 1. Occasional Teachers will be moved from Level 2 and placed in Level 1 according to the seniority of their employee number. New Occasional Teachers will be placed in Level 2 as space allows unless there is room in Level 1.

#### 8.04

The List shall provide a summary of the data on the Agreement to Teach Form including, but not limited to, the following information for each Occasional Teacher:

- i) name and telephone number;
- ii) subjects that the Occasional Teacher is qualified to teach;
- iii) number of Days or specific Days of the week the Occasional Teacher is available to work;
- iv) specific schools where the Occasional Teacher has been assigned;
- v) Long Term Occasional assignments and the expected expiry date of the said assignments; and
- vi) interest in Long Term Occasional assignments or elementary Occasional Teacher positions.

#### 8.05

- (a) An Occasional Teacher shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- (b) The Board shall allow an Occasional Teacher to remove the Occasional Teacher's name, without prejudice, from a school list during the school year. Any Occasional Teacher may, however, at any time ask to be considered for placement on another school list. The Board shall consider such requests. The request must be in writing.
- (c) The Board shall allow an Occasional Teacher on a part-time Long Term assignment to be added to the call out rotation used in that location on a temporary basis.

#### 8.06

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



8.07

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

8.08

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

- i) For just and sufficient cause;
- ii) At the request of the Occasional Teacher in writing or by e-mail;
- iii) For failure to return the Agreement to Teach form by May 31st;
- iv) For failure to teach at least eleven (11) full Days in the previous year without applying for a leave of absence from the List;
- v) For refusal of four (4) assignments within a period of twenty (20) consecutive Days without reasonable grounds for refusing such assignments;
- vi) For being unreachable for assignments during a period of ten (10) consecutive Days without first notifying the Board of a planned period of unavailability by entering such information into SEMS.

8.09

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

8.10

At the expiry of a Long Term Occasional assignment, if the number of Casual Occasional Teachers is at the maximum, the Long Term Occasional Teacher may return to the casual designation, at the Level 1 or Level 2 designation that the Occasional Teacher was in before the Long Term assignment, but no other Occasional Teachers may be added to the List until the number on the List is below the maximum.

8.11

- (a) An Occasional Teacher on a Long Term Occasional Assignment with another Board/Panel shall be granted a leave of absence upon written request.
- (b) The Board may add another Occasional Teacher to the List to replace the Occasional Teacher on such leave for the duration of the leave.
- (c) Such leaves of absence and replacements shall be reported to the Union as a change to the List.

**ARTICLE 9.00 - CALLING OF OCCASIONAL TEACHERS**

9.01

- (a)
  - i) All Occasional Teachers must complete an Agreement to Teach Form (Appendix B) provided by the Board. The Agreement to Teach Form may be changed only with the mutual consent of the Union and the Board. These Forms will be forwarded to the Union as Occasional Teachers are placed in Long Term Occasional assignments or added to the List.
  - ii) No Occasional Teachers shall be placed in assignments before the Union has been provided with the Occasional Teacher's Agreement to Teach Form.

(b) The Agreement to Teach Form (Appendix B) shall indicate a return date of May 31. Occasional Teachers shall indicate on the Agreement to Teach Form:

- i) Preference for five (5) schools, in rank order, in which the Occasional Teacher wishes to teach;
- ii) Time of the day and/or days of the week available;
- iii) Divisions: qualifications and/or willingness;
- iv) Sub Groups: qualifications and/or willingness;
- v) Qualifications and certification;
- vi) Availability for Long Term Occasional assignments;
- vii) Availability for full or part-time elementary positions;
- viii) If they are a retired Occasional Teacher;
- ix) A desire to move from Level 2 to Level 1 (if applicable).

#### 9.02

(a) Each school shall have assigned to it a Level 1 Priority List that represents, wherever possible, up to 50% of the total elementary teaching staff of that school. Any Absence or Vacancy shall be filled from those Occasional Teachers assigned to the Level 1 Priority List.

(b) Only when the Level 1 Priority List has been exhausted shall the automated system (SEMS) go to the Level 1 General List for that school. This clause is in accordance with Article 9.08.

#### 9.03

Occasional Teachers shall be placed on school lists following procedures as developed by the Board in consultation with the Union. Such lists shall be provided to the Union by September 15 and as requested by the Union.

#### 9.04

The method for placing Occasional Teachers on the school lists will be annually reviewed by the Board and the Union by May 1st of each school year.

#### 9.05

Procedures regarding calling of Occasional Teachers shall be reviewed annually by the Board in consultation with the Union for the purpose of achieving an equitable distribution of work.

#### 9.06

Upon request, the Board shall provide to the Union:

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

#### 9.07

The Board shall mail Agreement to Teach Forms to all Occasional Teachers on the current List by May 1<sup>st</sup> of each year. Occasional Teachers must return the completed forms by May 31st to stay on the List for the following year. Any Occasional Teacher wishing to transfer to another school list may change preference at this time.

9.08

The Board agrees that only a qualified Occasional Teacher from the List shall replace a regular Teacher who is absent or fill a Vacancy as defined by SEMS, unless no qualified Occasional Teacher is available.

9.09 **Call-Out Process**

(a) **To be placed on Level 1 Priority Lists:**

- i) Occasional Teachers must select five (5) schools to be listed for casual assignments. Occasional Teachers will be placed, by the Board and the Union on priority lists of these five (5) schools. Exceptions may be made in the North Hastings School Group and other areas where five (5) schools would not represent fifty (50) Teachers to replace.
- ii) Occasional Teachers will specify subjects and grades for which they are qualified and/or willing to teach.
- iii) Occasional Teachers will be available to teach a minimum of three (3) Days per week.
- iv) Occasional Teachers will receive first priority call out when Absences or Vacancies occur according to their preferences.

(b) **To be placed on Level 1 General Lists:**

- i) Occasional Teachers may select any number of schools for which they will be placed on General Lists.
- ii) Occasional Teachers on General Lists will be called for all subjects and grades and will receive second priority call out for these schools.

(c) **Level 1 Sub-Groups**

- i) Sub-groups will identify Occasional Teachers qualified and/or willing to teach specific subjects, i.e. French, Special Education, Music, Physical Education, satellite classes, etc.
- ii) Occasional Teachers will receive first priority calls when an Absence or Vacancy in a subject they are qualified to teach occurs at schools listed in their Profile.
- iii) When SEMS is unsuccessful in assigning an Occasional Teacher within these sub-groups, to an assignment, all other Occasional Teachers in Level 1 and 2 will be called in accordance with the call-out process.

(d) **District Preferred (Level 2 Restricted)**

- i) Occasional Teachers are called for all subjects and grades, JK through Grade 8.
- ii) Occasional Teachers will have some availability restrictions for occasional teaching assignments.
- iii) Occasional Teachers are called after SEMS has exhausted its calls to Level 1 and only the night before or the morning of the day in which an Absence or Vacancy occurs.

(e) The Union and the Board shall meet by June 15th and at such times as required, to place Occasional Teachers on schools' Priority and General Lists. As much as is possible, Occasional Teachers shall be given their first choice of priority schools,

starting with the Occasional Teacher with the most seniority based on Employee ID number for casual assignments.

## **ARTICLE 10.00 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS**

### 10.01

- (a) In order to be eligible for posted Long Term Occasional teaching assignments, Occasional Teachers on the List must have taught a minimum of fifty (50) full-time equivalent Days under the terms of this Collective Agreement within the previous two (2) year period and indicated on their Agreement to Teach Form their willingness to accept Long Term assignments. Exemptions may be granted on a case by case basis by mutual consent of both the Board and the Union.
- (b)
  - i) Long Term Occasional positions with a predetermined period of two (2) months or longer shall be posted in each elementary school for five (5) Days and placed on the Board's secure website. A copy of the posting shall be forwarded to the Union.
  - ii) A Long Term Occasional assignment may be considered for an extension into the next school year subject to the provisions of the Education Act.
- (c) When hiring for Long Term Occasional teaching positions, the Board shall first consider applications received from qualified members of the Bargaining Unit. It is understood that Long Term Occasional positions may be simultaneously posted, both internally and externally, and that Occasional Teachers who have already accepted Long Term assignments, for some or all of the period covered by the posted assignment, are not eligible to be considered for the position.
- (d) All qualified Occasional Teacher applicants shall be considered for an interview. When more than five (5) Occasional Teachers apply, the Board shall short-list a minimum of five (5) qualified candidates for interview purposes. Unsuccessful candidates who were interviewed for Long Term Occasional positions shall receive an oral debriefing upon request.
- (e) Should there be no suitable internal applicants interviewed, the Board will seek an external applicant whose name shall be added to the List for the duration of the Long Term Occasional assignment.
- (f) At the conclusion of the Long Term assignment, the external applicant is placed in Level 2 of the List if the maximum number of Occasional Teachers on the List has not been reached.

### 10.02

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

#### 10.03

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

- (a)
  - i) Absences from one (1) to five (5) Days shall be filled by the automated calling system (SEMS) according to Article 9.09 of this agreement. Exceptions may be made only with the prior approval of the Union.
  - ii) An Occasional Teacher in a casual assignment, that becomes a multi Day Vacancy, shall continue in the assignment subject to the consent of the Principal and the Occasional Teacher.
- (b) Absences from six (6) Days to less than two (2) months shall be filled by the Principal utilizing a rotational calling process. Principals, with assistance from the SEMS Operator, will call the Occasional Teachers on their Priority List and then their General List. If the Principal, or SEMS Operator, is unable to fill the Absence or Vacancy from Level 1, the Absence or Vacancy will be filled from Level 2. Exceptions may be made only with the prior approval of the Union.
- (c) In the event that a Casual assignment becomes a Long Term Occasional assignment, either party may terminate the assignment with five (5) Days notice as per Article 5.09 (a).
- (d) In the event that a Long Term Occasional assignment is terminated and there is still no known end date, the Principal shall fill the position according to the procedure in Article 10.03 (b) of this agreement.
- (e) In the event that a Long Term Occasional assignment is terminated, the end date is identified and the assignment is two months or longer, the position shall be posted according to the procedure in Article 10.01 (b).

#### 10.04

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

#### 10.05

- (a) Occasional Teachers will not be expected to complete report cards unless they have been in an assignment for at least six (6) weeks prior to the date of the report cards being due into the office.
- (b) When Occasional Teachers must complete report cards they will be able to have the necessary training and release time the same as that of the Teacher being replaced.

#### 10.06

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

#### 10.07 **Staff Meetings**

Long Term Occasional Teachers are expected to attend regularly scheduled staff meetings. Long Term Occasional Teachers may submit agenda items to the Principal for consideration.

## **ARTICLE 11.00 - JOB VACANCIES: ELEMENTARY TEACHING POSITIONS**

### **11.01 Elementary Teacher Vacancies**

- (a) A vacancy means a teaching assignment covered by the Teachers' Collective Agreement that is unoccupied because:
- i) the incumbent has been transferred, promoted or has resigned;
  - ii) a vacancy that has occurred as defined by current legislation;
  - iii) enrollment increase has created a new teaching vacancy;
  - iv) a Teacher is on personal leave of absence for one full year or longer; or
  - v) the incumbent has died.
- (b) Prior to external advertising, the Board shall attempt to fill elementary teaching vacancies subject to the following procedures:
- i) The Board shall post elementary vacancies for seven (7) Days prior to the closing date in all elementary schools and on the Occasional Teachers' Hotline as well as the Board's secure website. A copy of all postings shall be forwarded to the Union.
  - ii) All applications from Occasional Teachers on the List shall be screened according to the Board's current Recruitment Practices and Procedures Booklet. Successful candidates shall be advised of an interview. An opportunity for debriefing shall be granted to unsuccessful candidates upon request.
  - iii) The Board will notify Occasional Teacher candidates when they are successfully placed on the Preferred Hiring List.
  - iv) Once Occasional Teachers have been placed on a Preferred Hiring List, they shall stay on it until they have filled a job vacancy or until December 31 of each school year when the Preferred Hiring List is collapsed.
- (c) Only after Occasional Teachers have been short listed for interviews (as through 11.01(b)(i) above) shall the Board advertise externally.
- i) Occasional Teachers shall be interviewed in conjunction with external applicants.
  - ii) The parties may agree to alter the process by mutual consent.
- d) Occasional Teachers, who are currently teaching in Long Term Occasional assignments that have not concluded by the commencement date of the Teacher Vacancy, shall be eligible to apply for the new posted Teacher Vacancy.

### **11.02**

The Board shall include Occasional Teachers in any scheduled training/in-servicing regarding recruiting.

## ARTICLE 12.00 - SALARY

The following rates of pay shall apply: ( To view the salary grids from the ETFO Teacher Collective agreement go to [www.hpedsb.on.ca](http://www.hpedsb.on.ca) select Departments, select Human Resources Support Services, select collective agreements.

12.01

- (a) i) Effective September 1, 2008 the daily rate of pay shall be 1/194 of 98% of category A1-0 years of the Hastings and Prince Edward Elementary Teachers' grid in effect as of that date.

### September 1, 2008

Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	\$39,564	\$40,859	\$44,237	\$49,024	\$52,774
1	\$41,753	\$43,699	\$45,992	\$51,220	\$54,186
2	\$44,120	\$46,087	\$47,109	\$53,412	\$55,598
3,4	\$46,001	\$48,911	\$49,449	\$56,472	\$58,954
5	\$47,873	\$51,437	\$51,986	\$59,528	\$62,306
6	\$49,962	\$54,253	\$54,818	\$62,583	\$65,660
7	\$52,134	\$56,470	\$57,947	\$65,639	\$69,012
8	\$54,450	\$59,916	\$61,117	\$68,692	\$72,364
9	\$56,828	\$62,669	\$63,557	\$71,749	\$75,716
10	\$60,374	\$65,665	\$68,081	\$76,332	\$80,748
11	\$63,919	\$68,018	\$72,605	\$80,915	\$85,782
Ult	\$68,018				

Effective September 1, 2009, the daily rate of pay shall be 1/194 of 95% of category A1-1 years of the Hastings and Prince Edward Elementary Teachers' grid in effect as of that date.

### September 1, 2009 - 2%

Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	\$40,355	\$41,676	\$45,122	\$50,005	\$53,829
1	\$42,588	\$44,573	\$46,912	\$52,245	\$55,270
2	\$45,003	\$47,008	\$48,051	\$54,481	\$56,710
3	\$46,921	\$49,889	\$50,438	\$57,602	\$60,133
4,5	\$48,830	\$52,465	\$53,026	\$60,719	\$63,552
6	\$50,961	\$55,338	\$55,914	\$63,835	\$66,974
7	\$53,177	\$57,600	\$59,106	\$66,952	\$70,392
8	\$55,539	\$61,114	\$62,340	\$70,066	\$73,811
9	\$57,965	\$63,922	\$64,828	\$73,184	\$77,230
10	\$61,581	\$66,978	\$69,443	\$77,858	\$82,363
11	\$65,198	\$69,378	\$74,057	\$82,533	\$87,498
Ult.	\$69,378				

Effective September 1, 2010, the daily rate of pay shall be 1/194 of 95% of category A1-1 years of the Hastings and Prince Edward Elementary Teachers' grid in effect as of that date.

**September 1, 2010 - 3%**

<b>Year</b>	<b>Cat A</b>	<b>Cat A1</b>	<b>Cat A2</b>	<b>Cat A3</b>	<b>Cat A4</b>
0	\$41,566	\$42,927	\$46,476	\$51,505	\$55,444
1	\$43,865	\$45,910	\$48,319	\$58,812	\$56,928
2	\$46,353	\$48,419	\$49,492	\$56,115	\$58,411
3	\$48,329	\$51,386	\$51,951	\$59,330	\$61,937
4	\$50,295	\$54,039	\$54,617	\$62,540	\$65,458
5,6	\$52,490	\$56,998	\$57,592	\$65,750	\$68,983
7	\$54,772	\$59,328	\$60,879	\$68,960	\$72,504
8	\$57,205	\$62,948	\$64,210	\$72,168	\$76,026
9	\$59,704	\$65,840	\$66,773	\$75,379	\$79,547
10	\$63,429	\$68,987	\$71,526	\$80,194	\$84,834
11	\$67,154	\$71,459	\$76,278	\$85,009	\$90,123
Ult.	\$71,459				

Effective September 1, 2011, the daily rate of pay shall be 1/194 of 95% of category A1-1 years of the Hastings and Prince Edward Elementary Teachers' grid in effect as of that date.

**September 1, 2011 - 3%**

<b>Year</b>	<b>Cat A</b>	<b>Cat A1</b>	<b>Cat A2</b>	<b>Cat A3</b>	<b>Cat A4</b>
0	\$42,813	\$44,214	\$47,870	\$53,050	\$57,107
1	\$45,181	\$47,287	\$49,769	\$55,426	\$58,636
2	\$47,743	\$49,871	\$50,977	\$57,798	\$60,164
3	\$49,778	\$52,928	\$53,509	\$61,110	\$63,795
4	\$51,804	\$55,660	\$56,255	\$64,417	\$67,422
5	\$54,064	\$58,708	\$59,319	\$67,722	\$71,052
6,7	\$56,415	\$61,107	\$62,706	\$71,029	\$74,679
8	\$58,921	\$64,836	\$66,136	\$74,333	\$78,306
9	\$61,495	\$67,815	\$68,776	\$77,641	\$81,933
10	\$65,332	\$71,057	\$73,672	\$82,600	\$87,379
11	\$69,168	\$73,603	\$78,567	\$87,559	\$92,826
Ult.	\$73,603				

- ii) Any retroactivity in effect for the Teachers' grid shall also apply to the daily rate for Casual Occasional Teachers and the grid rate for Long Term Occasional Teachers.
- iii) Retroactivity shall apply in cases when settlement of a Collective Agreement is reached following the expiry date of the current agreement in force.



### **Long Term Occasional Teachers**

- (b) Long Term Occasional Teachers shall be placed on the Board's salary grid for Elementary Teachers in accordance with the recognized teaching experience and released Federation experience and category placement effective on the tenth (10<sup>th</sup>) consecutive Day of teaching retroactive to the first (1<sup>st</sup>) Day that the assignment began. A copy of the current Teachers' grid will be made available to the Union.
- (c) Where a Long Term Occasional Teacher is employed on a Day where the school is closed due to special climatic or catastrophic conditions, the Occasional Teacher shall be paid for the scheduled assignment.
- (d) The continuous employment of an Occasional Teacher shall be deemed unbroken in the event of an emergency school closure or a Non-Instructional Day. Where applicable, the Occasional Teacher shall attend the professional activity.

#### 12.02

- (a) Remuneration paid to Long Term Occasional Teachers will be pro-rated for assignments to positions of less than a full-time basis, but in no circumstances will a Casual Occasional Teacher be paid for less than one-half (1/2) day.
- (b)
  - i) In circumstances where a Casual Occasional Teacher is required by the Teacher's timetable to remain on duty beyond a 0.5 Day, the Occasional Teacher's salary will be increased beyond the 0.5 Day by one-tenth (1/10) of the daily rate for each one-half hour or portion thereof up to 0.6 of a Day.
  - ii) Should the assignment extend beyond 0.6 of a Day, the Occasional Teacher shall be compensated for a 1.0 Day, with professional duties assigned by the Principal or designate for a full day.
  - iii) The Occasional Teacher shall be notified at the time of booking an assignment if that assignment will extend beyond a 0.5 Day. Postings will indicate assignment start and end time, with start time being the reporting time.

#### 12.03

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

#### 12.04

- (a) For all Casual Occasional Teachers, the statement of earnings shall indicate the number of Days worked during the pay period and shall be mailed to the home address.
- (b) Long Term Occasional Teachers will receive their statements at the schools where they are assigned.

#### 12.05

Upon request, the board will issue Records of Employment by the third (3<sup>rd</sup>) Friday in July.

## EXPERIENCE CREDITS

### 12.06

- (a) For purposes of grid placement Long Term Occasional Teachers who qualify shall be entitled to a salary allowance for all previous certified teaching experience approved by this Board and its predecessor Boards up to and including, but not exceeding, the maximum salary in the salary level appropriate to their qualifications as outlined below.
- (b) Approved and certified teaching experience is defined as teaching in a publicly supported school, or at the discretion of the Director of Education, in a privately supported school. Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Minister of Education of Ontario, or in a Teachers' College or College of Education under the Ministry of Education and Training in Ontario, a University, or with the Human Resources Development Canada Retraining Program in a regular certified program will be admitted as approved and certified teaching experience for salary allowance purposes provided that the Occasional Teacher was in possession of an Ontario Teaching Certificate for the period(s) involved. Credit given will be pro-rated for teaching for part of a school year.
- (c) No later than August 31 of the current school year, an Occasional Teacher requesting information from another jurisdiction shall file a copy of the request(s) for certification of previous teaching experience with the Human Resources Officer - Teaching, coincident with the request to other Board(s). An Occasional Teacher shall be entitled to the salary rate reflected in the higher grid placement retroactive to the first day of teaching for this Board, or the beginning of the current school year, whichever is less.
- (d) In the event that a copy of the request for certification of previous teaching experience was sent to the Board, as described in (c) above, retroactivity to the beginning of the school year will be allowed.
- (e) **Teaching experience from HPEDSB**  
Teaching experience for less than a full-time assignment and/or less than a full school year shall be accumulated and recognized as follows:
  - i) An Occasional Teacher who works the equivalent of half or more of the full Days in a regular school year receives one year of credit. 1.0 year of credit is the maximum to be accumulated in one school year (FTE = a full school year). Experience will be calculated and applied as of September 1<sup>st</sup> of each year.
  - ii) An Occasional Teacher who works the equivalent of less than half of the full Days in a regular school year shall receive credit for the number of Days worked. When the number of Days accumulated represents half or more of the full Days in a regular school year, the Occasional Teacher will receive one year of credit. Experience will be calculated and applied as of September 1<sup>st</sup> of each year.
  - iii) Additional approved and certified teaching experience as a Hastings and Prince Edward District School Board Teacher will be recognized to a maximum of one year experience per school year calculated in accordance with 12.06 (e) i)

12.07

Grid placement will be determined following the same policy and procedures as regular Elementary Teachers. These procedures shall be provided to the Union.

12.08

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

### **Category Classification**

12.09

- (a) It shall be the sole responsibility of the Occasional Teacher to provide the Board with documentary proof in the form of a Qualifications Evaluation Council of Ontario Certificate Rating Statement as well as proof of experience to determine placement on the salary grid.
- (b) Occasional Teachers who are not in possession of a category rating from the Qualifications Evaluation Council of Ontario and who have made application, must submit a photocopy of their completed application to the Human Resources Officer-Teaching. These Occasional Teachers will be paid according to their verified years of experience at Category A1. Upon receipt of their official rating, they will receive retroactive pay back to the date the completed application was received in Human Resources.
- (c) Occasional Teachers who are in possession of a category rating from QECO and who have made application to upgrade their category rating, will receive retroactive pay back to the date the completed application was received in Human Resources.

## **ARTICLE 13.00 - WORKING CONDITIONS**

### **In-School Information**

13.01

- (a) The Union shall produce an Occasional Teacher Information Folder in consultation with the Board (Appendix C).
- (b) The Board shall recommend the use of the approved model Occasional Teacher Information Folder (Appendix C).
- (c) The Occasional Teacher's Information Folder (Appendix C) shall be reviewed upon the request of either party. Any changes to Appendix C shall be by mutual agreement of the Board and the Union.

### **Timetable**

13.02

- (a) An Occasional Teacher shall be assigned only the regularly assigned classroom and supervisory duties of the Teacher being replaced.
- (b) The Casual Occasional Teacher assignments shall be one of the following:
  - 0.5 F.T.E. 1-150 minutes of instructional time plus any supervision duties on the Teacher's timetable.

- 0.6 F.T.E. 151-180 minutes of instructional time plus any supervision duties on the Teacher's timetable.
- 1.0 F.T.E. 181-300 minutes of instructional time plus any supervision duties on the Teacher's timetable.

### 13.03

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

### 13.04

- (a) When an Occasional Teacher determines that the Occasional Teachers is unable to carry out supervision duty prior to the start of an assignment because of a need to prepare for the assignment, the Occasional Teacher shall so inform the office. The Principal shall arrange for an exchange of duty for another time during the assignment.
- (b) The Board will make every effort to inform the Occasional Teacher of any supervision duties when the assignment is booked.
- (c) The Principal shall provide for an exchange of supervision duties for an Occasional Teacher who teaches in more than one school in a given Day when the Occasional Teacher has a noon hour supervision duty in either school, excluding extraordinary circumstances.

### **Lunch Period**

#### 13.05

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

### **Travel Allowance**

#### 13.06

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

#### 13.07

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

#### 13.08

- (a) The Board shall provide excess liability insurance coverage for vehicles not owned by the Board that are operated by Occasional Teachers and who are required to travel in the performance of their duties.
- (b) No Occasional Teacher shall be required to transport students or other individuals in the Occasional Teacher's personal vehicle or any other vehicle.

## **ARTICLE 14.00 - MEDICAL PROCEDURES**

### **Not Responsible for Diagnosis or Medication**

14.01

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

14.02

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

14.03

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

14.04

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

14.05

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

14.06

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

### **Occupational Health and Safety**

14.07

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

14.08

The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

14.09

- (a) The Board shall ensure that Occasional Teachers are made aware of administrative information, policies, and procedures.
- (b) Schools will ensure that Occasional Teachers have access to information on the following:
  - i) Emergency Measures Plan
  - ii) School and Staff Safety Plan
  - iii) Safety Regulations and the Academic Health and Safety Committee Input Process
  - iv) Safe Schools Policy

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

**Occasional Teacher's Services Not Required**

15.01

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

15.02

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

**Late Calls**

15.03

An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided the Occasional Teacher arrives within a reasonable time of receiving such late request.

**Emergencies**

15.04

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

**Cancellations**

15.05

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

**ARTICLE 16.00 - VOLUNTARY LEAVE OF ABSENCE**

16.01

(a) Any Occasional Teacher on the List may request inactive status on the List for a period of up to and including one (1) school year.

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

16.02

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

16.03

Such leaves may be extended by mutual consent of the Board and the Occasional Teacher.

**ARTICLE 17.00 - SHORT TERM LEAVES OF ABSENCES**

17.01

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

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

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

17.02

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

17.03

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

17.04

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

17.05

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

17.06

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

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

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

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

- (a) An absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon the Occasional Teacher's duties.
- (b) Juror service or by reason of a subpoena being witness in any proceeding to which the Occasional Teacher is not a party to one of the persons charged,

provided that the Occasional Teacher pays to the Board any fee exclusive of traveling allowances and living expenses the Occasional Teacher received as a juror or as a witness. (The Education Act, Section 231 (5), 1974, Rev. 1980)

- (c)
  - i) An absence for up to three (3) Days for a death in the family, or for the death of person who stands in the place of a family member. It is understood that spouse includes common-law and same-sex partners.
  - ii) Funerals of other than the immediate family, up to one Day of bereavement.
- (d) Provide up to one-half Day or full Day away from work to attend a post-secondary examination.
- (e) Provide up to one-half Day or full Day away from work for the purpose of attending one's own post-secondary graduation, or attendance at the post-secondary graduation of members of the immediate family.
- (f) Absence due to inclement weather as approved by the supervisor.
- (g) Provide up to one-half Day or one full Day for weddings of members of the Occasional Teacher's immediate family or for the Occasional Teacher's own wedding.
- (h) Absence from work due to the introduction by the Board of chemicals into the work environment on condition that upon advance notice an alternate work location has not been refused. Illness must be supported by a medical practitioner's certificate.
- (j) For illness in the immediate family to a maximum of three (3) Days per school year.
- (k) Up to one (1) Day for attending the birth of the Occasional Teacher's child/grandchild/surrogate child.

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

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

**17.07 Family Care Leave**

- (a) An Occasional Teacher is entitled to a leave of absence without pay of up to eight (8) weeks to provide care of, or support to, an individual described in 17.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty six (26) weeks or such shorter period as maybe prescribed.
- (b) Article 17.07 (a) applies in respect to the following individuals:
  - i) The Occasional Teacher's spouse;



- ii) A parent, step-parent or foster parent of the Occasional Teacher;
  - iii) A child, step-child or foster child of the Occasional Teacher;
  - iv) Any individual prescribed as a family member for the purpose of the Employment Standards Act. (ESA) Section 2004, c. 15 s.3.
- (c) The Occasional Teacher may begin a leave under this Article no earlier than the first (1<sup>st</sup>) day of the week in which the period referred to in 17.01(a) begins.
- (d) Under Section 5 of the ESA, the Occasional Teacher may not remain on a leave under this Section after the earlier of the following dates:
- i) the last day of the week in which the individual has died;
  - ii) the last day of the week in which the period referred to in 17.07 (a) ends.

**ARTICLE 18.00 - PREGNANCY/PARENTAL LEAVE**

18.01

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

18.02

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

18.03

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

**Supplemental Employment Benefit**

18.04

The plan is to supplement the Employment Insurance Benefits received by Occasional Teachers for temporary unemployment caused by pregnancy and/or parental leave and will consist of the following:

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

## ARTICLE 19.00 - BENEFITS

### 19.01

- (a) Long Term Occasional Teachers who have agreed to teach at least fifty (50) consecutive Days for one teacher, in a predetermined assignment, shall be entitled to participate in Life Insurance, Extended Health and Dental Plans available to Elementary Teachers as set out in the current Elementary Teachers' Collective Agreement, subject to the terms and conditions of the Insurance Policy.
- (b) Long Term Occasional Teachers who have completed fifty (50) consecutive days for one teacher in an assignment without a predetermined start and end date, shall be entitled to participate in Life Insurance, Extended Health and Dental Plans available to elementary teachers as set out in the current Elementary Teachers' Collective Agreement, subject to the terms and conditions of the Insurance Policy. Retroactive payment shall be made to the Occasional Teacher for all benefit premiums paid during the first fifty (50) days of the assignment.
- (c) Payment of the premiums necessary to enrol Occasional Teachers shall be paid as per the elementary teachers collective agreement.
- (d) Any Occasional Teacher having selected benefits who then chooses to withdraw from the Plan shall not be eligible for reinstatement for the balance of the current school year.
- (e) An Occasional Teacher who has completed a Long Term assignment may retain these benefits, in accordance with Article 19.04 until August 31 of that current year.

### 19.02

Occasional Teachers who worked a minimum of sixty (60) Days for the Board as an Occasional Teacher under the terms of this Collective Agreement and who remain available to teach at least sixty (60) Days in the current school year shall, subject to the conditions set out below, be eligible to enrol and participate in the group insured benefit plans as per the Elementary Teachers' Collective Agreement.

### **Application and Eligibility**

#### 19.03

- (a) Each eligible Occasional Teacher shall, not later than June 30 each year, contact the Benefits Co-ordinator for a Benefits Election Form.
- (b) An eligible Occasional Teacher who elects to participate in the Employee Benefits Plans shall be a participant in the plan or plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:
  - i) remains on the List;
  - ii) remains available to work at least sixty (60) Days as an Occasional Teacher, except as may be otherwise permitted by the Board; and
  - iii) pays the Occasional Teacher's share under 19.04.
- (c) An Occasional Teacher currently enrolled in the Benefits Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:
  - i) works at least sixty (60) full-time equivalent Days as an Occasional Teacher with the Board during the current school year; and
  - ii) fulfills the conditions set out under 19.03(b).

19.04

- (a) The Board will pay 75% of the cost of the premium.
- (b) The eligible Occasional Teacher's share of the premium cost shall be paid by automatic bank withdrawals.
- (c) If the Occasional Teacher fails to comply with any of the conditions of this article, the Occasional Teacher's enrollment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enroll except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under this article.

## **ARTICLE 20.00 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Definition of Grievance**

20.01

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

#### **Step 1**

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

#### **Step 2**

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

#### **Step 3**

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

### **Policy Grievance**

20.02

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

20.03

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

20.04

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

20.05

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

#### **ARTICLE 21.00 - ARBITRATION**

21.01

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

#### **Expense of the Board of Arbitration**

21.02

Each party shall pay:

- i) the fees and expenses of the arbitrator it appoints;
- ii) one half ( $\frac{1}{2}$ ) of the fees and expenses of the chairperson.

#### **ARTICLE 22.00 - STRIKES AND LOCKOUTS**

22.01

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

22.02

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

#### **ARTICLE 23.00 - PROFESSIONAL ACTIVITY DAYS**

23.01

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

23.02

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

23.03

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

23.04

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

23.05

An Occasional Teacher is entitled to attend, without pay, staff meetings for the Occasional Teacher's assigned schools and Professional Development Activities.

23.06

**Professional Development Expenses**

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

23.07

- (a) The Board shall provide a fund of \$8,500 per school year for Union and Board concerns relative to Occasional Teacher training needs including, but not limited to, curriculum needs, instructional practices, staff development and group professional activities for Occasional Teachers on the List.
- (b) The Board shall rebate the \$8,500 to the Union by September 1.
- (c) The allocation of these funds will be done by the Union.
- (d) The Union shall provide an accounting of the use of the funds upon request of the Board.

**ARTICLE 24.00 - OCCASIONAL TEACHER/BOARD RELATIONS COMMITTEE**

24.01

The Occasional Teacher/Board Relations Committee shall be made up of equal representation appointed by the Board and the Union and include the President of the Union and the Human Resources Officer - Teaching and at least one additional member from each Party.

24.02

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

24.03

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

when required to attend meetings of the Committee, held during the instructional day.

24.04

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

24.05

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

24.06

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

24.07

The Board shall notify the President of the Union prior to implementing any major change in administrative procedures respecting Occasional Teachers.

24.08

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

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

## **ARTICLE 25.00 - DURATION AND RENEWAL**

### **Remains in Effect Until Notice Given**

25.01

This Collective Agreement becomes effective on September 1, 2008 and shall remain in effect until August 31, 2012 and from year to year thereafter unless notice is given by either party pursuant to the Labour Relations Act.

25.02

Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either party may notify the other within the period of 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.

25.03

This agreement shall supersede all previous Collective Agreements. Except for error, inadvertence, or omissions it shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions or additions) to the Sections defined herein shall be made only by mutual consent of the parties concerned during the life of the Agreement.

25.04

During the effective period either party wishing to amend this Collective Agreement shall notify the other party in writing. The other party shall acknowledge such notice and meet to consider the proposed amendment within 14 days of written receipt.

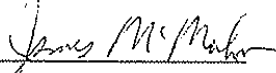
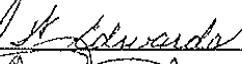
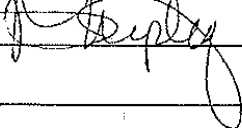
**MEMORANDUM OF SETTLEMENT  
BETWEEN  
THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD  
AND  
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO AND THE HASTINGS  
AND PRINCE EDWARD OCCASIONAL TEACHERS**

This Memorandum of Settlement is conditional upon:

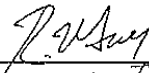
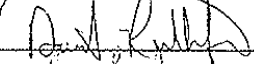
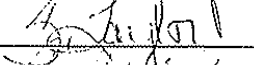
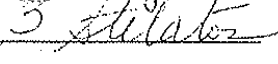
1. The representatives of the above mentioned Parties agree to recommend the following terms of settlement for a Collective Agreement to their respective principals for ratification.
2. These terms of settlement include all items signed off and otherwise agreed to date, which are attached hereto as Letters of Understanding.
3. The various provisions which form part of this Memorandum of Settlement shall take effect as specified in each instance or, where not specified, on the date of the second of the Parties to ratify.
4. All other positions and/or proposals which may have been taken by or submitted by either of the Parties hereto and which are not part of these items of settlement are hereby withdrawn.
5. Following ratification, the Parties agree to sign a Collective Agreement, incorporating the terms of the Letters of Understanding including all editing and typographical adjustments that may be required.
6. The Parties hereto agree that the terms of this tentative agreement are to remain confidential to the Parties until ratified by the second of the Parties to do so.
7. The Occasional Teachers will receive the retro-active pay adjustment on the pay of March 20, 2009.

Signed at Belleville, Ontario this 27<sup>th</sup> day of February, 2009.

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



**LETTER OF UNDERSTANDING**  
**between**  
**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**  
**and**  
**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
**representing**  
**THE OCCASIONAL TEACHERS' BARGAINING UNIT**

**Long Term Occasional Work Study Group**

The Occasional Teacher's board relations committee will meet to review the following issues and make recommendations to alter existing procedures with the agreement of both parties.

1. Hiring of Occasional Teachers to Long Term Occasional Teaching assignments;
2. Supervision as it relates to an Occasional Teacher's daily assignments.
3. This work group will meet within 4 months of ratification.

Dated this 27<sup>th</sup> day of February, 2009



APPENDIX 'A'

OCCASIONAL TEACHER  
EVALUATION FORM

Occasional Teacher \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

Principal \_\_\_\_\_ School \_\_\_\_\_

Grade Level/Subject(s) \_\_\_\_\_ Length of Assignment (Dates) \_\_\_\_\_

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

**Overall Rating of "S" - Satisfactory or "NI" - Needs Improvement**

- "S"
- "NI"

**Classroom Management Skills**

- a) Maintains a positive learning environment. \_\_\_\_\_
- b) Communicates clear expectations for behaviour. \_\_\_\_\_
- c) Provides encouragement to students. \_\_\_\_\_
- d) Uses instructional time effectively and paces lessons appropriately. \_\_\_\_\_
- e) Uses appropriate strategies to keep students on task. \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Instructional Skills**

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OCCASIONAL TEACHER EVALUATION FORM - CONTINUED - Page 2**

**Personal and Professional Skills**

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

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Occasional Teacher's Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Occasional Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Principal / Vice-Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

**LEVEL 1**

Surname: \_\_\_\_\_ (First Name): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone#: \_\_\_\_\_

email: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

Please circle subjects you are Qualified to teach: French Music Physical Education Special Education

Please circle subjects you are Willing to teach: Core French, French Immersion, Special Education, Music  
Vocal, Instrumental, Physical Education

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

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

<u>Mornings:</u>	Monday	Tuesday	Wednesday	Thursday	Friday
<u>Afternoons:</u>	Monday	Tuesday	Wednesday	Thursday	Friday

Are you willing to accept Long Term assignments "Yes"

I am presently a \_\_\_\_\_ % contractual teacher.

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

The School Board you retired from: \_\_\_\_\_

I am limited to only 20 days a year: "Yes"

List the **five schools** where you wish to be on their **Priority List**, in order of preference:

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ |          |

**LEVEL 1**

I wish to be placed on the **General List** for **all** of the remaining schools: “Yes” “No”

If you do not wish to be placed on the **General List** for all of the remaining schools, place a check mark beside the name of the school where you wish to teach

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

This information is collected under the authority of the Freedom of Information Act and will be used as a means of contact between Federation members.

I give my permission to release this information to the Federation. “Yes” “No”

APPENDIX B

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

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

**LEVEL 2**

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone#: \_\_\_\_\_

email: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Please circle any of the following subjects you are Qualified to teach:  
French, French Immersion, Vocal Music Instrumental  
Music, Physical Education, Special Education

I wish to be considered for Level 1 when sufficient space is available, please circle "Yes"

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

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

<u>Mornings</u>	Monday	Tuesday	Wednesday	Thursday	Friday
<u>Afternoons</u>	Monday	Tuesday	Wednesday	Thursday	Friday

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

I am presently a \_\_\_\_\_ % contractual teacher.

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

The School Board you retired from: \_\_\_\_\_

I am limited to only 20 day a school year ( ) Yes

**Please See Reverse Side For Further Instructions....**

**WE APPRECIATE YOUR COMMITMENT TO ACCEPT ASSIGNMENTS.**

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

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I give permission to release this information to the Federation. "Yes" "No"

**THANK YOU. WE APPRECIATE YOUR SUPPORT.**

## APPENDIX 'C'



*HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD*

*AND*

*THE ELEMENTARY OCCASIONAL TEACHERS' FEDERATION OF ONTARIO  
(ETFO)*



## **Occasional Teacher Information Folder**

As an Occasional Teacher you are considered part of the school staff when you are in an assignment at a school. The following information is provided to all staff and has been compressed into a usable format for Occasional Teachers. The folder includes expectations for staff as well as information essential to a successful day in the classroom. Please read carefully.

As per the Occasional Teacher Collective Agreement, school principals are responsible for ensuring that Occasional Teachers are provided with an information folder, created by the Teacher the Occasional Teacher is substituting for, which explains the procedures of the classroom along with pertinent information which the Occasional Teacher may require throughout the Occasional Teacher's stay.

Samples of such pertinent information are attached on the following two sheets divided into two categories: "Essential Information" and "Additional Information". Decisions as to the content of the folders at each school will remain a school based decision, however in an attempt to strive for consistency across the system, school staff are asked to use this Appendix as a guide for the creation of their school's folders. All bulleted items are suggestions only.



Essential Information	Additional Information
<p><b><u>Up to date Day Book</u></b> Information that will be included in the day book and not in the Occasional Teacher Information Folder is as follows:</p> <ul style="list-style-type: none"> <li>• Teacher timetable indicating supervision/preparation duties</li> <li>• Start and finish times of each period listed on each Teacher's timetable</li> <li>• School Bell times</li> <li>• Modification/accommodations of programming for students</li> <li>• Behaviourial concerns</li> <li>• Washroom / food and drink routines</li> <li>• Inclement weather schedule and procedures</li> </ul>	<p><b><u>School Map</u></b> - available at office upon request</p> <ul style="list-style-type: none"> <li>• Up-to-date staff lists</li> </ul>
<p><b><u>Up to date class list</u></b></p> <ul style="list-style-type: none"> <li>• Any student medical concerns, i.e., peanut allergies, diabetic, etc, should be <b><u>listed on class lists</u></b></li> </ul>	<p><b><u>Expectations for Occasional Teachers/Staff</u></b></p> <ul style="list-style-type: none"> <li>• Do not leave or send students to unsupervised areas</li> <li>• If student is injured, call or send for help</li> <li>• Do not leave other students unsupervised</li> <li>• Stay in your designated area</li> <li>• Each Teacher is to ensure that all students leave and enter the building safely</li> <li>• Teachers are to be visible in halls during class changes</li> <li>• Yard duty Teachers are to report immediately</li> <li>• Do not use physical contact when dealing with students</li> </ul>

<p><b><u>Up to date seating plan (where applicable)</u></b></p>	<p><b><u>Special Ed. Information</u></b> - available at office</p> <ul style="list-style-type: none"> <li>• Student custodial concerns</li> </ul>
<p><b>Essential Information</b></p>	<p><b>Additional Information</b></p>
<p><b><u>Statement of Classroom Discipline Expectations and Processes.</u></b></p> <ul style="list-style-type: none"> <li>• To be posted in classroom</li> <li>• Mutual respect for all staff and students is expected.</li> </ul>	
<p><b><u>Statement of Office Referral Procedures from Principal</u></b></p>	
<p><b><u>Classroom Fire Drill/Evacuation Procedures / Safe School Security Codes</u></b></p> <ul style="list-style-type: none"> <li>• To be posted by classroom exit signs</li> <li>• Recommended practices should be noted on a clipboard such as the following: <ul style="list-style-type: none"> <li>• Current class lists</li> <li>• Areas indicating where students are to line up; and the</li> <li>• Names of students who would deliver information to school office</li> </ul> </li> </ul>	
<p><b><u>Attendance/Lunch/Indoor Recess Procedures</u></b></p> <ul style="list-style-type: none"> <li>• Refer to daybook for Teacher responsibilities</li> </ul>	
<p><b><u>Accident(s) Staff / Student Procedures / Reporting</u></b></p> <ul style="list-style-type: none"> <li>• Ensure employee injury forms are completed in consultation with the school office and forwarded to Human Resources Support Services within 24 hours</li> </ul>	



## APPENDIX 'E'

### DISCIPLINE PROCESS FOR OCCASIONAL TEACHER'S CASUAL AND LONG TERM

#### **Step One**

##### **Verbal Warning:**

This step involves a meeting with the Occasional Teacher, the Principal, and a witness if the H.R. Officer is unable to attend the meeting, the Human Resources Officer - Teaching (the H.R. Officer has the option of being present depending on the circumstances) and the Local President or designate. The purpose of the meeting is to discuss an incident(s) of unacceptable performance and/or unacceptable behaviour with the Occasional Teacher. This meeting will occur within five (5) Days from the date of the concern coming to the attention of the administration. This meeting may be held beyond the five (5) Days if mutually agreed to by the parties. It is understood that there be no formal documentation as a result of this meeting, nor will there be any material placed in the Occasional Teacher's personnel file. Any notes will be the responsibility of each party.

#### **Step Two**

##### **Written Warning:**

If further discipline is required or if the Board is considering imposing discipline at the written warning level, a meeting with the Occasional Teacher, Principal, Human Resources Officer - Teaching and the Local President or designate will occur within five (5) Days from the date of the concern coming to the attention of the administration. This meeting will identify the areas of concern and review steps taken to date (if applicable). The improvement or changes required of the Occasional Teacher will be stated together with a time line for improvement established (if appropriate), including consequences if no improvement is made. All information from this meeting will be confirmed in a letter to the Occasional Teacher and the Local President or designate and a copy will be placed in the employee's personnel file.

#### **Step Three**

##### **Disciplinary Action:**

If further discipline is required, or if the Board is considering imposing discipline at the Suspension/Discharge level, Step 3 will be initiated. A meeting with the Occasional Teacher, Principal, Human Resources Officer - Teaching and the Local President or designate will be held within five (5) Days of the date of the concern coming to the attention of the administration. The purpose of the meeting is to address the unacceptable performance and/or behaviour of the Occasional Teacher. The resulting disciplinary action will be confirmed in a letter to the Occasional Teacher and the Local President or designate, outlining the Board's concerns and the resulting disciplinary action taken. Such action may be a suspension from the particular school's call-in list up to and including dismissal from the List of Occasional Teachers, depending on the circumstances giving rise to the discipline.

Notwithstanding the foregoing, it is understood that:

- Discipline Process does not preclude the Board from taking immediate and appropriate disciplinary action and, as required, initiating disciplinary action at any Step in the Process, when necessary, in light of the circumstances.
- The Discipline Process is used to correct first time or repeated unacceptable performance/behaviour.
- Any of the steps within the Discipline Process may be repeated.
- If any previous documentation has been removed from an employee's personnel file, a future occurrence would typically result in a new process starting at Step One.
- Such Process will be reviewed annually by the Board and the Union advised accordingly of any changes made herein.
- The Discipline Process does not preclude the Board or the Union from including additional representatives at any step in the Process. The Parties agree to notify each other prior to the meeting should this occur.

