



COLLECTIVE AGREEMENT

between

**HASTINGS AND PRINCE EDWARD
DISTRICT SCHOOL BOARD**

and

**THE ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO**

**HASTINGS AND PRINCE EDWARD OCCASIONAL
TEACHERS' LOCAL**

September 1, 2022 to August 31, 2026

TABLE OF CONTENTS
ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT 6

 C1.1 Separate Central and Local Terms 6

 C1.2 Implementation 6

 C1.4 Single Collective Agreement 6

C2.00 DEFINITIONS 6

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL..... 7

 C3.1 Single Collective Agreement 7

 C3.2 Term of Agreement 7

 C3.3 Where Term Less Than Agreement Term 7

 C3.4 Term of Letters of Understanding..... 7

 C3.5 Amendment of Terms 7

 C3.6 Notice to Bargain 7

C4.00 CENTRAL GRIEVANCE PROCESS 8

 C4.1 Definitions 8

 C4.2 Central Dispute Resolution Committee 8

 C4.3 The grievance shall specify:..... 9

 C4.4 Referral to the Committee 9

 C4.5 Mediation 9

 C4.6 Arbitration 9

C5.00 BENEFITS 10

 C5.1 ELHT Benefits..... 10

 C5.2 Eligibility and Coverage 10

 C5.3 Funding..... 11

 C5.4 Full-Time Equivalent (FTE) and Employer Contributions..... 11

 C5.5 Benefits Committee..... 12

 C5.6 Privacy..... 12

 C5.7 Benefits not provided by the ETFO ELHT 12

 C5.8 Payment in Lieu of Benefits 12

 C5.9 Long Term Disability (Employee-Paid Plans) 13

C6.00 SICK LEAVE 13

C6.1	Sick Leave/Short Term Leave and Disability Plan	13
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	16
C8.00	MINISTRY/SCHOOL BOARD INITIATIVES	16
C9.00	DIAGNOSTIC ASSESSMENT	17
C10.00	STATUTORY LEAVES OF ABSENCE/SEB	17
C10.1	Family Medical Leave or Critical Illness Leave	17
C10.2	Pregnancy Leave	18
C11.00	CLASS SIZE/STAFFING LEVELS	19
	APPENDIX A – RETIREMENT GRATUITIES	20
A.	Sick Leave Credit-Based Retirement Gratuities	20
B.	Other Retirement Gratuities	20
	LETTER OF AGREEMENT #1 RE: Sick Leave.....	21
	LETTER OF AGREEMENT #2 RE : Task Force on the Utilization of Sick Leave	22
	LETTER OF AGREEMENT #3 RE : Violence Prevention Health and Safety Training	23
	LETTER OF AGREEMENT #4 RE : Professional Activity (PA) Days.....	24
	LETTER OF AGREEMENT #5 RE : Occasional Teacher Ability to Lock the Classroom Door	25
	LETTER OF AGREEMENT #6 RE : Employment Insurance (EI) Rebate	26
	LETTER OF AGREEMENT #7 RE : Status Quo Central Items.....	27
	LETTER OF AGREEMENT #8 RE : Individual Education Plans.....	28
	LETTER OF AGREEMENT #9 RE : Support for Students Committee.....	29
	LETTER OF AGREEMENT #10 RE : Provincial Working Group - Health and Safety	30
	LETTER OF AGREEMENT #11 RE : Violent Incident Debriefing Training	31
	LETTER OF AGREEMENT #12 RE : Violence Prevention in School Boards	32
	LETTER OF AGREEMENT #13 RE : Integration of Students.....	33
	LETTER OF AGREEMENT #14 RE : Hybrid Instruction.....	34
	LETTER OF AGREEMENT #15 RE : Hiring Practices	35
	LETTER OF AGREEMENT #16 RE : Safe Teaching and Learning Environments	36

TABLE OF CONTENTS
ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

L1.00 – PURPOSE..... 37

L2.00 - SCOPE AND RECOGNITION 37

ARTICLE L3.00 - DEFINITIONS 39

ARTICLE L4.00 - UNION DUES AND ASSESSMENTS 40

 Payroll Deduction 40

ARTICLE L5.00 - RIGHTS AND RESPONSIBILITIES..... 40

 Exercise of Rights 40

 Statutory Responsibilities 41

 No Penalty 41

 No Discrimination 41

 Family Status 41

 Harassment..... 41

 Evaluations 42

 Just Cause 42

 Termination of Long-Term Assignments..... 42

 Board to Provide Insurance..... 43

 Criminal Record Checks..... 43

ARTICLE L6.00 - ACCESS TO INFORMATION 44

 Personnel Files 44

 Documents Respecting Performance or Conduct..... 44

 Signature Not Approval 44

 Inaccurate Information 45

 Adverse Material to be Removed 45

 Medical Information..... 45

 Access to Board Minutes..... 45

 Data for Negotiations 45

ARTICLE L7.00 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION. 46

ARTICLE L8.00 - OCCASIONAL TEACHER LIST 47

ARTICLE L9.00 - CALLING OF OCCASIONAL TEACHERS 49

ARTICLE L10.00 – LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS..... 51

ARTICLE L11.00 - JOB VACANCIES: ELEMENTARY TEACHING POSITIONS	53
ARTICLE L12.00 - SALARY	54
Long-Term Occasional Teachers	56
Experience Credits	57
Teaching experience from HPEDSB	58
Category Classification	58
ARTICLE L13.00 - WORKING CONDITIONS	59
In-School Information	59
Timetable	59
Lunch Period	60
Travel Allowance	61
ARTICLE L14.00 - MEDICAL PROCEDURES	61
Not Responsible for Diagnosis or Medication	61
Occupational Health and Safety	61
ARTICLE L15.00 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE	62
Occasional Teacher's Services Not Required	62
Late Calls	62
Emergencies	62
Cancellations	62
ARTICLE L16.00 - VOLUNTARY LEAVE OF ABSENCE	62
ARTICLE L17.00 - SHORT TERM LEAVES OF ABSENCES	63
Code 1 - Absence with pay - deductible from sick leave credits	63
Code 2 - Absence with pay - items not deductible from sick leave account	63
Code 3 - Absence without pay - items not deductible from sick leave account	65
Family Care Leave	65
ARTICLE L18.00 - PREGNANCY/PARENTAL LEAVE	66
Supplemental Employment Benefit	66
ARTICLE L19.00 – BENEFITS FUNDING	66
ARTICLE L20.00 - GRIEVANCE AND ARBITRATION PROCEDURE	68
Definition of Grievance	68
Policy Grievance	68
ARTICLE L21.00 - ARBITRATION	69
Expense of the Board of Arbitration	69

ARTICLE L22.00 - STRIKES AND LOCKOUTS	69
ARTICLE L23.00 - PROFESSIONAL ACTIVITY DAYS	69
Professional Development Expenses	70
ARTICLE L24.00 - OCCASIONAL TEACHER/BOARD RELATIONS COMMITTEE	70
ARTICLE L25.00 - DURATION AND RENEWAL.....	71
Memorandum of Settlement on Local Terms	72
LETTER OF UNDERSTANDING	74
RE: Hiring Practice Discussions	74
APPENDIX "A" OCCASIONAL TEACHER EVALUATION FORM.....	75
APPENDIX "B" ELEMENTARY AGREEMENT TO TEACH FORM.....	77
LEVEL 1	77
APPENDIX "B" ELEMENTARY AGREEMENT TO TEACH FORM.....	79
LEVEL 2	79
APPENDIX "C" Occasional Teacher Information Folder	81
APPENDIX "D" DISCIPLINE PROCESS FOR OCCASIONAL TEACHERS	84
CASUAL AND LONG-TERM.....	84
ARCHIVES.....	86

ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are central and local terms. For clarity there shall be one single collective agreement for Teachers and one single collective agreement for Occasional Teachers.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the School Board and, where applicable, the bargaining agent. Any such provision shall be binding on the School Board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The Parties to the collective agreement are the School Board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central Employer and employee bargaining agencies representing the local Parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement.

C2.00 DEFINITIONS

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C2.2 The “Central Parties” shall be defined as the Employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO) (each being a “Central Party”).

C2.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.

C2.4 “Employee” shall be defined as per the *Employment Standards Act*.

C2.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or

- iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee’s disposition of the dispute at

each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.
- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.

- c) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- d) The Central Parties may refer multiple grievances to a single arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.00 BENEFITS

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("ETFO ELHT"). The date on which School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the "Participation Date".

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT's expense, within 30 days after their decision to make the change.
 - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
 - i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, OPSBA, the Crown, and ETFO ELHT shall convene upon request to address all matters that may arise in the operation of the ETFO ELHT.

C5.6 Privacy

The Parties agree to inform the ETFO ELHT administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The ETFO ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

- a) All employees not transferred to the ETFO ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.

- b) New hires after the Participation Date who are eligible for benefits from the ETFO ELHT are not eligible for pay in lieu of benefits.

C5.9 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

- a) **Sick Leave Benefit Plan**
The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.
- b) **Sick Leave Days**
Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.
- c) **Short-Term Leave and Disability Plan (STLDP)**
Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- d) **Eligibility and Allocation**
The allocations outlined in paragraphs b) and c) above will be provided on the first day of each school year, subject to the restrictions outlined in d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
 - ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
 - iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
 - iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
 - v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
 - vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.
- e) **Short-Term Leave and Disability Plan Top-up**
- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
 - iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
 - iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
 - v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).
- f) **Sick Leave and STLDP Eligibility and Allocation for Teachers in a Long-Term Occasional Assignment**

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a Long-Term Occasional assignment:

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C7.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.

C7.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

If a new or modified policy initiative is not discussed at the Ministry Initiatives Committee in advance of implementation, it will be discussed at the next meeting. Alternatively, the Crown will endeavor to provide an informational briefing to ETFO and OPSBA at another forum prior to the next Ministry Initiatives Committee, which may include other attendees at the discretion of the Crown.

At the local level School Boards and locals shall meet regarding:

- The development, implementation and evaluation of new ministry/School Board initiatives;
- The timing of new ministry/School Board initiatives;
- The integration of possible new ministry/School Board initiatives; and
- Training and professional learning requirements.

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.

- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDLP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

The board will make every effort to limit FDK/Grade 1 split grades where feasible.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

**LETTER OF AGREEMENT #1
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Sick Leave

The Parties agree that any current local collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The Parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

The parties and the Crown agree to establish a task force to review data and explore leading practices related to utilization of sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of ETFO and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating separate teacher and education worker sector-wide task forces. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. gather and explore data, by unionized job classifications, on the utilization of sick leave and short-term disability;
2. gather and review information including but not restricted to the following:
 - a. a jurisdictional scan on sick leave and short-term disability plans;
 - b. best practices relating to safe return to work
3. discuss factors contributing to sick leave and short-term disability usage in the education sector;
4. report its findings to school boards and ETFO.

The task force shall complete its work by August 31, 2025.

**LETTER OF AGREEMENT #3
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violence Prevention Health and Safety Training

Effective in the 2023-24 school year and each subsequent year of the collective agreement, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to permanent and long-term occasional teachers. Where daily occasional teachers are scheduled to work on a PA Day when this training is provided they will participate. This will include the following topics: Online Violent Incident Reporting, Safe Schools Reporting, and Notification of Potential Risk of Injury.

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

**LETTER OF AGREEMENT #4
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Professional Activity (PA) Days

The Parties confirm that there will continue to be seven (7) PA days in each school year during the term of this collective agreement.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

School Boards will continue to ensure that Occasional Teachers have the ability to lock and unlock the classroom door.

LETTER OF AGREEMENT #6

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo until August 31, 2026. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local Parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

Issues:

- Short-term paid leave (number of days)
- Qualification allowances including extra degree allowances
- FDK Model
- Preparation Time (number of minutes)
- Student supervision (number of minutes)
- Release time related to violent incidents

**LETTER OF AGREEMENT #8
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Individual Education Plans

To best meet the needs of all students, school boards will consider a number of factors when establishing class lists, including the workload related to IEPs.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Support for Students Committee

The Parties agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

- the Ministry of Education;
- OPSBA/School Boards; and
- ETFO

Using the three areas of focus in the *Final Report of the Support for Students Committee*, this committee shall meet to gather and identify examples of best practices across school boards.

The committee will strive to complete its work in time for the beginning of the 2024-25 school year. The compilation of best practices shall be shared with School Boards immediately thereafter.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The Parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as amended on November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

**LETTER OF AGREEMENT #11
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violent Incident Debriefing Training

The Parties acknowledge that the 2018 *Violent Incident Debriefing Training Module*, developed by the Ontario Education Services Corporation for the Ministry of Education, includes leading practices in debriefing after a critical incident.

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ teachers represented by ETFO.

School Boards may adopt Checklist 1 – Immediate Staff Debriefing Following a Critical Violent Incident and Checklist 2 -Follow-up Staff Debriefing Following a Critical Violent Incident from the *Violent Incident Debriefing Training Module* upon mutual agreement between the local parties.

School Boards are encouraged to consult with the Joint Health and Safety Committee on how this training will be provided to ETFO Teachers during the term of this collective agreement.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violence Prevention in School Boards

The parties and the Crown agree that the scope of the work of the Provincial Working Group - Health and Safety (PWGHS) will continue to include violence prevention in schools.

The current Terms of Reference requires a minimum of 4 meetings per year, which can be amended based on the consensus of the work group.

The parties will jointly recommend to the PWGHS the following:

1. Violence prevention shall be prioritized as a topic for discussion.
2. The PWGHS will collect and review:
 - a. how data regarding violent incidents is gathered and shared.
 - b. how safety plans are created and updated and who is involved.
 - c. how and when risk assessments and reassessments are conducted and who is involved.
 - d. how school boards are sharing information regarding the potential risk of violence which is likely to expose the worker to physical injury, relative to the practices outlined in [Workplace Violence in School Boards: A Guide to the Law](#).

The data collected by the Provincial Working Group - Health and Safety will identify best practices, which may be used to update the [Workplace Violence in School Boards: A Guide to the Law](#) to share with school boards by August 31, 2026.

**LETTER OF AGREEMENT #13
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Integration of Students

The Parties believe in addressing the needs of all learners and recognize that student needs vary on an individual basis. The Parties believe that a variety of placement and support options assist in meeting the unique needs of individual learners.

The Parties recognize that preparation prior to a student from a special education class being integrated into a regular classroom can contribute to positive outcomes for the student. That preparation may include, but is not limited to:

- the review of the Ontario Student Record (OSR);
- the creation and/or review of a safety plan and/or behavior plan; and
- other program planning necessary for the successful inclusion of a student with special needs.

Furthermore, any known required resources or technology shall be in place prior to the commencement of the student's integration into a regular classroom except in extenuating circumstances.

**LETTER OF AGREEMENT #14
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Hybrid Instruction

Hybrid instruction is defined as providing synchronous instruction to students in-person and remotely simultaneously.

The Parties acknowledge that in-person instruction is preferred over hybrid instruction and provides better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

**LETTER OF AGREEMENT #15
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Hiring Practices

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

**LETTER OF AGREEMENT #16
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Safe Teaching and Learning Environments

The parties agree that safe teaching and learning environments is a shared goal. In addition, the parties acknowledge that appropriate conduct in schools is essential for successful educational outcomes and a positive school climate. A positive school climate includes expectations that everyone actively promotes and demonstrates positive behaviours and interactions, to create, foster and sustain a school community that is safe, inclusive, and accepting for all.

Within 60 days of the ratification of the Central Terms, the Crown, ETFO, and OPSBA will meet to revise PPM 128: The Provincial Code of Conduct and School Board Codes of Conduct.

The parties agree to establish a requirement for schools to have publicly facing signage that communicates behaviour expectations for everyone that are consistent with a safe learning and teaching environment.

Following these discussions, School Boards and Locals shall meet and discuss how the expectations in the code of conduct are communicated to staff, students, other members of the school community, and visitors.

The parties will develop recommendations for the Crown regarding the content of the signage related to the code of conduct that will be shared with school boards. The signage will be shared with the parties prior to the distribution to school boards.

The Crown commits to have the revisions to PPM 128 completed prior to the start of the 2024-25 school year.

The Crown shall endeavour to ensure that the publicly facing signage is distributed to school boards to be posted in schools and board head offices prior to the start of the 2024-25 school year.

ETFO OCCASIONAL TEACHERS – PART B: LOCAL TERMS

L1.00 – PURPOSE

L1.01 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.

L2.00 - SCOPE AND RECOGNITION

L2.01 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.

L2.02 (a) The Union will inform the Board from time to time who is authorized to act on behalf of the Union.

(b) In the absence of an identified point of contact, communication will be directed to the Local President or designate.

L2.03 The Board shall notify the Union, in writing, of the names of its Negotiating Committee.

L2.04 (a) The Board will grant to the Union the equivalent of 33 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 33 days as mentioned above, the Board shall provide further leave and the Union shall reimburse the Board for its actual replacement costs, if any.

(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.

L2.05 The Board will recognize a Grievance Officer to represent Occasional Teachers employed in the elementary panel for the purpose of administering grievances.

L2.06 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.

- L2.07 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 Teachers QECO rating and recognized years of experience and the Board will bill the Federation to recover the cost.
- L2.08 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.
- L2.09 In all cases where an Occasional Teacher receives pay under Article L2.00, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.
- L2.10 The Union shall notify the Board in writing of the names of people elected to office in the Union.
- L2.11 The Board shall provide an Occasional Teacher mailbox at each school to facilitate communication with Occasional Teachers.
- L2.12 The Board shall provide the Union with access to the Board's internal mail services.
- L2.13 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.
- L2.14 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 Procedure.
- L2.15 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.
- L2.16 The Board will offer all Occasional Teachers an e-mail service for educational and administrative purposes.
- L2.17 Each Occasional Teacher employed by the Board to teach students in grades Junior Kindergarten through to and including Grade 8 and self-contained classes 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.
- L2.18 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 of human resources.

ARTICLE L3.00 - DEFINITIONS

- L3.01 “Occasional Teacher” shall mean an Occasional Teacher as defined in the *Education Act*.
- L3.02 “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.
- L3.03 “Daily Occasional Teacher” shall mean an Occasional Teacher who is not a Long Term Teacher.
- L3.04 “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.
- L3.05 “Board” shall mean the Board and its predecessors.
- L3.06 “Day” shall be one of the following:
- **0.5 FTE** 1-150 minutes of instructional time plus any supervision duties on the Teacher’s timetable
 - **0.6 FTE** 151-180 minutes of instructional time plus any supervision duties on the Teacher’s timetable.
 - **1.0 FTE** 181-300 minutes of instructional time plus any supervision duties on the Teacher’s timetable.
- L3.07 “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.
- L3.08 “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.
- L3.09 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 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 priority call out for all absences or vacancies for that school.
- (f) "District Preferred" (Level 2 Restricted) shall mean Occasional Teachers who receive calls after SEMS has exhausted its calls to Level 1.
- (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 L4.00 - UNION DUES AND ASSESSMENTS

- L4.01 Twice annually, at mutually agreed times, the Board shall forward to the Union a confidential list showing names, addresses, wages earned, Board email address, Ministry Identification Number (MIDENT), FTE status, salary, member status (active/terminated/retired), member leave status (deferred/paid/pregnancy/parental/unpaid/WSIB), OCT number and dues and any levy deducted.
- L4.02 (a) 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 printout of this information, the Board shall, where available, provide the information in electronic form.
- (b) Contract teachers who are declared redundant, and who are returned to the Occasional Teacher's List will pay federation dues and the HAPE-OTL local levy.

Payroll Deduction

- L4.03 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.
- L4.04 This local levy shall be directly deposited to the Union account each month.
- L4.05 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 L5.00 - RIGHTS AND RESPONSIBILITIES

Exercise of Rights

- L5.01 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

L5.02 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

- L5.03 (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

- L5.04 (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, gender identity, gender expression, 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

- L5.05 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

- L5.06 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- L5.07 (a) i. Long Term Occasional Teachers shall be evaluated at the request of the Occasional Teacher following the evaluation procedures in Appendix A.
- ii. Daily 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 Human Resources, 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

- L5.08 (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 D)
- (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

- L5.09 (a) The Board shall give the Occasional Teacher one (1) week's notice of the termination of a long-term assignment, or one (1) 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.
- iv. In the event a long-term assignment ends early, normally a transition time will be provided to ensure continuity in the classroom, the principal may request up to two (2) days of transition time to be approved by Human Resources.
- (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 L5.08

Board to Provide Insurance

L5.10 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

L5.11 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 an Occasional Teacher chooses to obtain a criminal reference check and vulnerable sector screening on their own, outside of the Board's process, any costs associated with obtaining the criminal reference check shall be the responsibility of the employee.
- (b) The Board shall ensure that all criminal reference checks and vulnerable sector screening, offence declarations and related documentation, which are obtained pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law, shall be treated in a highly confidential manner and kept in a secured file within the human resources department. 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 item d) below.
- (c) 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.
- (d) New Occasional Teachers to the Board shall provide a criminal record check and vulnerable sector screening at their own expense as a condition of employment.

ARTICLE L6.00 - ACCESS TO INFORMATION

L6.01 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

- L6.02 (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 Manager 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.
- L6.03 An Occasional Teacher shall be entitled, upon request, to copies of any material contained in an Occasional Teacher's personnel file.
- L6.04 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

L6.05 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

- L6.06 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.
- L6.07 Occasional Teachers shall receive copies of any materials placed in their personnel file within five (5) calendar days of the material being filed.
- L6.08 An Occasional Teachers shall have the right to place material in the Occasional Teacher's personnel file.

Inaccurate Information

- L6.09 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.
- L6.10 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.
- L6.11 In the event the report is amended, all copies of the original report shall be destroyed and replaced by the amended report.
- L6.12 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

- L6.13 Upon the Occasional Teacher's request, material shall be removed from an Occasional Teacher's personnel file after two (2) years except in the case where the discipline is a result of sexual misconduct, which will be removed after three (3) 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

- L6.14 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

- L6.15 The Board shall provide to the Union copies of any agendas, minutes and support documents prior to all Board meetings.

Data for Negotiations

- L6.16 (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) Timelines may be adjusted by mutual consent.

- L6.17 Copies of all Board policies and procedures may be found on the Board's website.
- L6.18 When revisions to policies and procedures occur a copy shall be provided to the Union.
- L6.19 The Board shall provide to the Union, by September 15 each year, a letter stating the total number of elementary Daily and Long Term Occasional teaching days for the previous school year as of June 30.
- L6.20 The Board shall provide to the Union the names of all applicants, members interviewed and the successful candidate for LTO and permanent teaching positions, in a timely manner.

ARTICLE L7.00 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- L7.01 (a) The Board shall post the ETFO Occasional Teachers' Collective Agreement on the Board's secure website within thirty (30) days of ratification and provide HAPE-OTL with twenty-five (25) copies.
- (b) The cost of printing the Collective Agreement shall be shared equally between the Union and the Board.
- L7.02 Each applicant, when accepted on the List, shall be provided access to a copy of the Collective Agreement electronically.
- L7.03 The Board shall provide a copy of the current Collective Agreement to be kept in the Occasional Teacher mailbox of each elementary school under the jurisdiction of the Board.
- L7.04 (a) The Board shall distribute information packages to all Occasional Teachers newly added to the List. The Union may distribute information to Occasional Teachers as well.
- (b) Occasional Teachers will be able to download from the Board's website 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.

ARTICLE L8.00 - OCCASIONAL TEACHER LIST

- L8.01 (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.
- L8.02 (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 1st of each school year.
- ii. The maximum number of Occasional Teachers in Level 2 shall be 15% of the number of FTE elementary teachers employed by the Board as of September 1st of each school year.
- iii. Where the Level 2 List is not sufficient to meet the Board's specific program needs to supply Occasional Teachers to the system, the Board may, after consultation with the bargaining unit, increase the number of names on the Level 2 List to maintain a sufficient pool of names. This increased number shall not exceed 20% of the FTE elementary teachers employed by the Board as of September 1st of each school year.
- iv. Occasional Teachers, who are retired teachers for pension purposes, shall count as 0.5 FTE for purposes of the membership list maximum.
- (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 as indicated in Article L8.02(a)ii.
- (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.
- L8.03 (a) Additions to the List shall be made by September 1st 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 have communicated with Human Resources and who are currently in Level 2 and show an interest in being in Level 1,

shall be placed in Level 1. Occasional Teachers will be moved from Level 2 and placed in Level 1 according to their seniority. New Occasional Teachers will be placed in Level 2 as space allows unless there is room in Level 1.

- (c) Occasional Teachers who are on Level 1 may request permission to move to Level 2.

L8.04 The Board shall provide to the Union a summary of the data on the Preference Form including, but not limited to, the following information for each Occasional Teacher:

- i. name, address 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; and
- v. Long-Term Occasional assignments and the expected expiry date of the said assignments; and
- vi. updates to the List on the 15th and 30th of each month

L8.05 (a) An Occasional Teacher shall notify Human Resources electronically 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.

L8.06 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.

L8.07 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 teach at least eleven (11) full days in the previous year without applying for a leave of absence from the List;
- iv. For being unreachable (including no answers and/or hangups) 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.

- L8.08 Occasional Teachers who are included on the List shall make themselves available for assignments or shall provide reasonable grounds for refusing such assignments.
- L8.09 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.
- L8.10 (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 L9.00 - CALLING OF OCCASIONAL TEACHERS

- L9.01
- i. No Occasional Teachers shall be placed in assignments before the Union has been consulted
 - ii. When Occasional teachers are signed up, they will be given preference for five (5) schools, in rank order, in which the Occasional Teacher wishes to teach. Upon being hired, Occasional Teachers shall indicate:
 - iii. Time of the day and/or days of the week available;
 - iv. Divisions: qualifications and/or willingness;
 - v. Subgroups: qualifications and/or willingness;
 - vi. Qualifications and certification;
 - vii. If they are a retired teacher;
 - viii. A desire to move from Level 1 to Level 2 (See L8.03.)
- L9.02 (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 or a maximum of six Occasional Teachers for schools that have staff of eight or less FTE teachers. 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 L9.08.
- L9.03 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.

L9.04 The method for placing Occasional Teachers on the school Lists will be annually reviewed by the Board and the Union by May 1 of each school year.

L9.05 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.

L9.06 **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 persons that are not on the current active Occasional Teachers List;
- (c) Information about calls and data under the procedure outlined in Article L10.03 (b) and (c).

L9.07 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.

L9.08 **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.
- 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.
 - (e) The Union and the Board shall meet by June 15 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.
 - (f) The system shall call Occasional Teachers using a rotational calling process to ensure the equitable distribution of calls.
 - (g) A job will be deemed unfilled seventy-five (75) minutes prior to the commencement of the job, or earlier as the callout is completed. For any vacancy that has been created within seventy-five (75) minutes prior to the start time of the job, administration will manually stop the callout at the step where all Occasional Teachers have been contacted once and the job will be deemed unfilled at that time.
 - (h) Notwithstanding (f), when there is an unfilled job, the school shall contact all available Occasional Teachers on the school's Priority List, followed by the Level 2 List, before contacting emergency personnel.

ARTICLE L10.00 – LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

- L10.01 (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 fifteen (15) days 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.

L10.02 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.

L10.03 The following procedures shall apply to all daily and Long-Term Occasional Teachers:

- (a)
 - i. Absences from one (1) to fourteen (14) days shall be filled by the automated calling system (SEMS) according to Article L9.08 of this agreement. Should exceptions be necessary as a result of extenuating circumstances (e.g. medical, personnel matters) the Union will be consulted.
 - ii. An Occasional Teacher in a daily assignment, that becomes a multi-day vacancy up to fourteen (14) days, shall continue in the assignment subject to the consent of the principal and the Occasional Teacher.
- (b) All absences for teachers in system classes may be filled with a consistent Occasional Teacher(s) from the school's Priority List to maintain stability and safety for students. The Principal will first reference the Priority List to determine Occasional Teachers who have the required qualifications and experience, and will select 3 Occasional teachers from the Priority List, for this purpose.

- (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 L5.09 (a).

L10.04 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.

L10.05 (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.

- (c) When a Long-Term Occasional Teacher is required to complete progress reports and report cards, it is understood that the information entered will be based on the Occasional Teacher's assessments together with any relevant assessment data provided by the teacher being replaced. In the absence of any data, it is the responsibility of the principal or designate to follow up and secure the appropriate information.

- (d) If termination occurs during or prior to a reporting period, the LTO shall make assessment and evaluation information available to the returning teacher. In such an event, where the Occasional Teacher is required to assist with the completion of report cards, the Occasional Teacher shall be paid for the time to complete the report cards up to a maximum of one day, at grid rate.

L10.06 The Board will provide, to the Union, the details of all Long-Term Occasional assignments including the school and length of the Long-Term Occasional assignment.

Staff Meetings

L10.07 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 L11.00 - JOB VACANCIES: ELEMENTARY TEACHING POSITIONS

L11.01 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 (1) 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 five (5) days prior to the closing date in all elementary schools and on 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 Long-Term Occasional List.
 - iv. Once an Occasional Teachers has been placed on the Long-Term Occasional List, they shall stay on it until they have filled a job vacancy or until December 31 of each school year when the Long-Term Occasional 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.

L11.02 The Board shall include Occasional Teachers in any scheduled training/in-servicing regarding recruiting.

ARTICLE L12.00 - SALARY

The following rates of pay shall apply:

- L12.01 (a) Effective September 1, 2022, 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, 2022 – 3%

Year	A	A1	A2	A3	A4
0	\$ 51,017	\$ 52,687	\$ 57,042	\$ 63,214	\$ 68,049
1	\$ 53,837	\$ 56,347	\$ 59,304	\$ 66,047	\$ 69,872
2	\$ 56,894	\$ 59,424	\$ 60,745	\$ 68,872	\$ 71,690
3	\$ 59,317	\$ 63,070	\$ 63,762	\$ 72,818	\$ 76,018
4	\$ 61,730	\$ 66,324	\$ 67,032	\$ 76,759	\$ 80,340
5	\$ 64,424	\$ 69,960	\$ 70,684	\$ 80,697	\$ 84,665
6	\$ 67,225	\$ 72,816	\$ 74,719	\$ 84,639	\$ 88,988
7	\$ 70,210	\$ 77,258	\$ 78,809	\$ 88,575	\$ 93,311
8	\$ 73,277	\$ 80,808	\$ 81,954	\$ 92,518	\$ 97,631
9	\$ 77,848	\$ 84,669	\$ 87,788	\$ 98,426	\$ 104,122
10	\$ 82,421	\$ 87,707	\$ 93,619	\$ 104,335	\$ 110,613

September 1, 2023 – 3%

Year	A	A1	A2	A3	A4
0	\$ 52,548	\$ 54,268	\$ 58,753	\$ 65,110	\$ 70,090
1	\$ 55,452	\$ 58,037	\$ 61,083	\$ 68,028	\$ 71,968
2	\$ 58,601	\$ 61,207	\$ 62,567	\$ 70,938	\$ 73,841
3	\$ 61,097	\$ 64,962	\$ 65,675	\$ 75,003	\$ 78,299
4	\$ 63,582	\$ 68,314	\$ 69,043	\$ 79,062	\$ 82,750
5	\$ 66,357	\$ 72,059	\$ 72,805	\$ 83,118	\$ 87,205
6	\$ 69,242	\$ 75,000	\$ 76,961	\$ 87,178	\$ 91,658
7	\$ 72,316	\$ 79,576	\$ 81,173	\$ 91,232	\$ 96,110
8	\$ 75,475	\$ 83,232	\$ 84,413	\$ 95,294	\$ 100,560
9	\$ 80,183	\$ 87,209	\$ 90,422	\$ 101,379	\$ 107,246
10	\$ 84,894	\$ 90,338	\$ 96,428	\$ 107,465	\$ 113,931

September 1, 2024 – 2.75 %

Year	A	A1	A2	A3	A4
0	\$ 53,993	\$ 55,760	\$ 60,369	\$ 66,901	\$ 72,017
1	\$ 56,977	\$ 59,633	\$ 62,763	\$ 69,899	\$ 73,947
2	\$ 60,213	\$ 62,890	\$ 64,288	\$ 72,889	\$ 75,872
3	\$ 62,777	\$ 66,748	\$ 67,481	\$ 77,066	\$ 80,452
4	\$ 65,331	\$ 70,193	\$ 70,942	\$ 81,236	\$ 85,026
5	\$ 68,182	\$ 74,041	\$ 74,807	\$ 85,404	\$ 89,603
6	\$ 71,146	\$ 77,063	\$ 79,077	\$ 89,575	\$ 94,179
7	\$ 74,305	\$ 81,764	\$ 83,405	\$ 93,741	\$ 98,753
8	\$ 77,551	\$ 85,521	\$ 86,734	\$ 97,915	\$ 103,325
9	\$ 82,388	\$ 89,607	\$ 92,909	\$ 104,167	\$ 110,195
10	\$ 87,229	\$ 92,822	\$ 99,080	\$ 110,420	\$ 117,064

September 1, 2025 – 2.5%

	A	A1	A2	A3	A4
0	\$ 55,343	\$ 57,154	\$ 61,878	\$ 68,574	\$ 73,817
1	\$ 58,401	\$ 61,124	\$ 64,332	\$ 71,646	\$ 75,796
2	\$ 61,718	\$ 64,462	\$ 65,895	\$ 74,711	\$ 77,769
3	\$ 64,346	\$ 68,417	\$ 69,168	\$ 78,993	\$ 82,463
4	\$ 66,964	\$ 71,948	\$ 72,716	\$ 83,267	\$ 87,152
5	\$ 69,887	\$ 75,892	\$ 76,677	\$ 87,539	\$ 91,843
6	\$ 72,925	\$ 78,990	\$ 81,054	\$ 91,814	\$ 96,533
7	\$ 76,163	\$ 83,808	\$ 85,490	\$ 96,085	\$ 101,222
8	\$ 79,490	\$ 87,659	\$ 88,902	\$ 100,363	\$ 105,908
9	\$ 84,448	\$ 91,847	\$ 95,232	\$ 106,771	\$ 112,950
10	\$ 89,410	\$ 95,143	\$ 101,557	\$ 113,181	\$ 119,991

- i. 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.
- ii. 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 (10th) consecutive day of teaching retroactive to the first (1st) day that the assignment began. A copy of the current teachers' grid will be made available to the Union.
 - (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.
- L12.02 (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.
- i. 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.

- ii. 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.

L12.03 Occasional Teachers shall be paid bi-weekly in accordance with the pay date schedule as agreed to in the elementary teachers' agreement. Long Term Occasional Teachers shall remain on the Occasional Payroll Cycle and will receive pay at the applicable grid rate, prorated to the number of days set out in the applicable pay period. An Occasional Pay Day Schedule, with associated pay periods, will be available on the Board's website, specifically on the Payroll and Benefits web page.

L12.04 All Casual and Long-Term Occasional Teachers may view their paystubs via the Board's Empath portal.

L12.05 Upon request, the Board will issue Records of Employment by the third (3rd) Friday in July.

Experience Credits

- L12.06 (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 Staffing 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.

Teaching experience from HPEDSB

- (e) 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 1st 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 1st 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)
- (f) By September 15 of each year, each Occasional Teacher shall receive by mail, a written statement of the number of daily casual and long-term days credited to the Occasional Teacher that school year. The statement shall also include the experience credit level that the Occasional Teacher would be placed in, on the salary grid.

L12.07 Grid placement will be determined following the same policy and procedures as regular elementary teachers. These procedures shall be provided to the Union.

L12.08 Each Occasional Teacher's category classification on the salary grid shall be determined by the application of the current QECO Program.

Category Classification

- L12.09 (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 Staffing 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 L13.00 - WORKING CONDITIONS

In-School Information

- L13.01 (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

- L13.02 (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
- (c) When an Occasional Teacher accepts two (2) half-day assignments at different schools, the principal may permit reasonable travel time between assignments up to a maximum of forty (40) minutes.
- (d)
 - i. Occasional Teachers who are required to complete mandatory training and/or professional development as specified by the Board, shall be paid for a minimum of one (1) day.
 - ii. Any additional mandatory training as required by the Board would be paid in half (1/2) day increments.
- L13.03 (a) 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.

- (b) Occasional Teachers who accept a vacancy will not be assigned more than one supervisory duty, as assigned by the principal or designate.
 - (c) Occasional Teachers who accept a vacancy will be provided with a thirty (30) minute block of unassigned time for the purpose of completing tasks related to the assignment. The Occasional Teacher must remain in the building during this block.
 - (d) Where a daily Occasional Teacher fills in for an absent teacher, and:
 - i. The occasional teacher is entitled to preparation time during that assignment; and
 - ii. The principal, after duly considering other options, determines that it is necessary to assign the daily Occasional Teacher to cover a different class during scheduled prep period due to a shortage of teacher coverage in the schools;
The Occasional Teacher will provide the coverage assigned by the principal and will be entitled to be paid by the Board on a pro-rated basis for the lost prep time.
 - e) The Board shall ensure that an Occasional Teacher's entitlement to payment for lost prep time is appropriately reported and processed by Human Resources.
 - f) The parties agree that if there is any deviation from the Occasional Teacher prep time practice as outlined in (d) and (e), HAPE-OTL will advise the Board's Manager of Human Resources, or designate, who upon confirmation will ensure that the Occasional Teacher is compensated for the lost prep time.
- L13.04 (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

L13.05 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

L13.06 Where a teacher who is receiving a travel allowance under Board procedure is replaced by an Occasional Teacher, the same allowance shall be paid to the Occasional Teacher through the length of the assignment.

L13.07 In respect of other travel authorized by the Board, an Occasional Teacher shall receive reimbursement at the Board approved rate.

L13.08 (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. This insurance only comes into effect for liability losses, not property damage to the vehicle, and only once the limits of the teacher's personal policy are exhausted.

(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 L14.00 - MEDICAL PROCEDURES

Not Responsible for Diagnosis or Medication

L14.01 No Occasional Teacher will be required to carry out any medical/physical procedures.

L14.02 The Board recognizes the right of any Occasional Teacher to refuse to be assigned to administer medication or perform any medical/physical procedures.

L14.03 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.

L14.04 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.

L14.05 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.

L14.06 To the extent possible, the Board shall use appropriately trained non-teaching personnel to perform any of the functions outlined in Article L14.01.

Occupational Health and Safety

L14.07 The Board is committed to ensure the safety of Occasional Teachers.

L14.08 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.

L14.09 (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 L15.00 - SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

Occasional Teacher's Services Not Required

L15.01 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. Occasional Teachers are expected to listen to the radio for bus cancellations or to check the Tri-Board website and follow the Board protocol regarding inclement weather.

L15.02 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

L15.03 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

L15.04 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

L15.05 The Board shall give as much notice of cancellation of a pre-arranged assignment as possible.

L15.06 All Occasional Teachers are able to access the current inclement weather System Memo and School Closure Procedure on the Board's website. Upon hiring, new Occasional Teachers will be provided with information on how to access this information.

ARTICLE L16.00 - VOLUNTARY LEAVE OF ABSENCE

L16.01 (a) Any Occasional Teacher on the List may request inactive status on the List for a period of up to and including two (2) school years and will not be unreasonably denied.

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

L16.02 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.

ARTICLE L17.00 - SHORT TERM LEAVES OF ABSENCES

See also Sick Leave, Central Terms

L17.01 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.

L17.02 Provisions in Article L17 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 (family illness) to a maximum of three (3) days per school year, of which up to a total of two (2) days per school year will be granted as Personal Leave, subject to the following:
 - Any member assigned to a five (5) to nine (9) month long term occasional contract shall have the option to shift one (1) family illness day to one (1) personal day, at any time within the term of the contract.
 - Any member assigned to a ten (10) month long term occasional contract shall have the option to shift two (2) family illness days to two (2) personal days, at any time within the term of the contract.
 - For any Long Term Occasional Teachers in assignments without a predetermined end date that exceeds five (5) month, personal days will be provided in accordance with the above language, at the discretion of the Superintendent of Human Resources, or designate.
 - Personal leave is not to be used for personal sick leave, personal medical appointments, routine childcare, interviews for an alternate employer, working for an alternate employer, and shopping.
 - Personal leave shall be requested at least five (5) days in advance of the date, except in exceptional and unforeseen circumstances to ensure appropriate coverage.
 - Where multiple personal leave requests from the same site on a given day result in a shortage of occasional teacher coverage, the principal or vice-principal, in consultation with Human Resources, may deny the leave request. Should this be necessary, personal leave requests will be done in order of date submitted. Once a personal leave request has been approved, it will not be cancelled, unless cancelled by the Occasional Teacher.
 - Personal leave will not be approved adjacent to the December break, March break and on a professional activity day, unless approved by the Superintendent of Human Resources, or

- designate.
 - Personal leave shall not be granted adjacent to sick leave, unless approved by the Superintendent of Human Resources, or designate.
 - Personal leave requests must include the context for the leave. In extraordinary circumstances where a request does not fit within the approved parameters and the parties are not able to come to agreement, the day(s) may be granted without pay.
 - Where approval by the Superintendent of Human Resources or designate is required or where a day may be granted without pay, the Occasional Teacher shall be notified of the decision within three (3) working days of the request for personal leave.
- (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.

Family Care Leave

- L17.07 (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 L17.07 (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 (1st) 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 L18.00 - PREGNANCY/PARENTAL LEAVE

See also Pregnancy Leave, Central Terms

L18.01 Pregnancy and Parental Leave shall be granted upon written request in accordance with the *Employment Standards Act*.

L18.02 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.

L18.03 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 seventeen (17) weeks and a parental leave of at least thirty-five (35) weeks or such shorter leave as the Occasional Teacher requests.

Supplemental Employment Benefit

L18.04 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 one (1) week Employment Insurance waiting period.
 - iii) The Board will pay the equivalent of one (1) week of the member's gross E.I. amount in Week 52 provided that the member remains on parental leave.
- (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 (2) week Employment Insurance Commission (E.I.C.) waiting period.
- (c) Supplemental Employment Benefit payments will be kept separate from payroll records.

ARTICLE L19.00 – BENEFITS FUNDING

L19.01 (a) A Long-Term Occasional Teacher who has 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.

L19.02

(a) An Occasional Teacher who has;

- i. worked a minimum of sixty (60) days for the board as an Occasional Teacher under the terms of this Collective Agreement in the prior school year, and;
- ii. who remains available to teach at least sixty (60) days in the current school year, except as may be otherwise permitted by the board and;
- iii. remains on the list and;
- iv. provides the written notice required in accordance with 19.02 (f)

Shall be eligible to receive funding for benefits. An eligible Occasional Teacher shall receive monthly payments from September 1 to the following August 31.

(b) An Occasional Teacher currently in receipt of benefits funding may continue to be eligible for benefits funding 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 19.02(a) (ii-iv).

(c) The eligible Occasional Teacher shall be entitled to funds to be used for the sole purpose of purchasing from among health, life and/or dental plans. The funding amount shall be the lesser of (i) and (ii):

- i. the ETFO ELHT per FTE funding rate in effect in C5.3 of the central terms, multiplied by 96.7% and further multiplied by 75%
- ii. the actual benefit plan cost multiplied by 75%.

(d) This funding amount shall be prorated for the portion of the year that the daily Occasional Teacher enrolls in the plan. Payments shall be provided to the eligible daily Occasional Teacher on a monthly basis.

(e) Notwithstanding the aforementioned, where any daily Occasional Teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

(f) Annually, each eligible Occasional Teacher will provide written

notice with the Board's processes, or no later than sixty (60) days of their intention to access benefits.

L19.03 If the Occasional Teacher fails to comply with any of the conditions of this article, the Occasional Teacher's benefits funding shall immediately cease and the Occasional Teacher shall not be eligible to access benefits funding until the Occasional Teacher again becomes eligible under this article.

L19.04 For the 2023-2024 school year, the aforementioned language will come into effect sixty (60) days following the date of central ratification.

ARTICLE L20.00 - GRIEVANCE AND ARBITRATION PROCEDURE

See also Central Grievance Process, Central Terms

Definition of Grievance

L20.01 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

L20.02 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.

L20.03 Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article L21.00, providing such submission is made within fourteen (14) days of the last written disposition by the responding party.

L20.04 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.

L20.05 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

ARTICLE L21.00 - ARBITRATION

See also Central Grievance Process, Central Terms

L21.01 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

L21.02 Each party shall pay:

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

ARTICLE L22.00 - STRIKES AND LOCKOUTS

L22.01 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*.

L22.02 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 L23.00 - PROFESSIONAL ACTIVITY DAYS

L23.01 The Board shall post information concerning professional development activities on the Occasional Teachers' bulletin Boards in all schools.

L23.02 A professional activity day shall not interrupt the continuity of an Occasional Teaching assignment.

L23.03 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.

L23.04 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.

L23.05 An Occasional Teacher is entitled to attend, without pay, staff meetings for the Occasional Teacher's assigned schools and professional development activities.

Professional Development Expenses

L23.06 (a) 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.

(b) When it is mutually determined and agreed upon by the Board and Union, that an Occasional Teacher may require additional support to address significant concerns related to their professional practice, the Board will support the Occasional Teacher's participation in one professional development session. This support is not intended for all Occasional Teachers.

L23.07 (a) The Board shall provide a fund of \$12,500.00 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 \$12,500.00 to the Union by September 1 of each school year.

(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 L24.00 - OCCASIONAL TEACHER/BOARD RELATIONS COMMITTEE

L24.01 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 Manager and at least one additional member from each Party.

L24.02 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.

L24.03 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.

- L24.04 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.
- L24.05 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.
- L24.06 The Committee shall have no power to effect changes in the existing Collective Agreement unless otherwise approved by the Board and the Union.
- L24.07 The Board shall notify the President of the Union prior to implementing any major change in administrative procedures respecting Occasional Teachers.
- L24.08 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 weekday 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.

Daily Occasional Teachers shall be deemed to have worked 8 hours each weekday they are employed, or pro-rated accordingly.

ARTICLE L25.00 - DURATION AND RENEWAL

See also Notice to Bargain/Renewal, Central Terms

Remains in Effect Until Notice Given

- L25.01 This Collective Agreement becomes effective on September 1, 2022 and shall remain in effect until August 31, 2026 and from year to year thereafter unless notice is given by either party pursuant to the *Labour Relations Act*.
- L25.02 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.

L25.03 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.

L25.04 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.

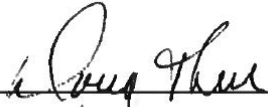
Dated at Belleville, Ontario this 21st day of February, 2025

For the Board:



Darren McFarlane, Superintendent of Human Resources

For the Union:



Doug Thur, Local President



Jamie Thom, ETFO Staff



Sabrina Sawyer, ETFO Deputy General Secretary

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

**The Elementary Teachers' Federation of Ontario,
Hastings Prince Edward Occasional Teacher Local**

(the "Union")

AND

**Hastings Prince Edward District School Board
(the "Employer")**

1. The parties agree that this Memorandum and the attached Appendix A constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will endeavour to complete the ratification process by January 29, 2025.
3. Except as provided in the attached Appendix A and in the Memorandum of Settlement respecting central terms dated November 16, 2023, as they may alter or affect the local terms, the local terms of the collective agreement which expired on August 31, 2022, and any agreement of the parties to amend those terms in local bargaining continue unless amended by the parties for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix A shall be effective on the date of the ratification of these local terms pursuant to the *School Boards Collective Bargaining Act, 2014*. It is understood that certain central terms are subject to determination by interest arbitration as agreed upon in the Memoranda of Settlement/Agreement dated November 16, 2023. The parties will implement the terms of this local agreement (both central and local terms), and will incorporate the results of those arbitrations into the local collective agreement once the arbitrations have been concluded and decisions are rendered.
5. Any provisions that are within the scope of local bargaining that are not addressed herein shall remain as per the language of the current Collective Agreement.
6. All provisions of this Memorandum of Settlement shall become effective on the first business day following ratification by the second of the parties to do so, unless the express terms of the provision require otherwise.

7. The parties shall meet to determine the structure and content of the collective agreement within sixty (60) days of the ratification of this Memorandum. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.


Dated at Belleville, Ontario, this 27th day of November 2024.


For the Union





For the Board





LETTER OF UNDERSTANDING

between

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD (HEREINAFTER CALLED
“THE BOARD”)**

and

**THE ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO – HASTINGS & PRINCE
EDWARD OCCASIONAL TEACHER LOCAL (HEREINAFTER CALLED “THE UNION”)**

RE: Hiring Practice Discussions

It is agreed upon that all hiring that occurs within the Hastings Prince Edward District School Board will follow a fair, transparent, bias-free, and equitable hiring process.

To ensure consistency of practice, the following management practices will be discussed:

1. Interview structure (ie. timelines, team composition, etc.).
2. Criterion-based interview questions and scoring templates (with look fors) reflective of the Ontario College of Teachers’ Standards of Practice; and,
3. Debriefing structure, communication protocols, and follow-up.
4. Guidelines for hiring based on the aforementioned elements will be developed and shared with Principals. These guidelines will be discussed with HAPE-OTL for input prior to completion and distribution.
5. A summary guideline of the hiring practices will be shared with all Occasional Teachers and updated as required.
6. These guidelines will be established and shared by April 30, 2025.
7. As part of our hiring process, the Local will be informed when an uncertified teacher has been hired for a position.

It is agreed upon that this letter of understanding will expire August 30, 2026.

For the Board:



Darren McFarlane, Superintendent of Human Resources

For the Union:



Doug Thur, Local President



Jamie Thom, ETFO Staff



Sabrina Sawyer, ETFO Deputy General Secretary

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's/Vice-principal's Signature _____ Date _____

APPENDIX "B"
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 ESL

Please circle the subjects you are **willing** to teach: Core French French Immersion Vocal Music
Instrumental Music 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:

Mornings: Monday Tuesday Wednesday Thursday Friday

Afternoons: 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. _____ | _____ |

Please see reverse side for further instructions...

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>Bayside ASG</p> <p>() Bayside P.S. (JK-6) () Frankford P.S. () Stirling P.S. () BSS Elementary (7-8)</p>	<p>North Hastings ASG</p> <p>() Bird's Creek P.S. (JK-6) () Coe Hill S. (JK-6) () Hermon P.S. (JK-6) () Maynooth P.S. (JK-6) () York River P.S. (JK-6) () NHSS Elementary (7-8)</p>
<p>Centennial ASG</p> <p>() Foxboro P.S. () Park Dale S. () Prince Charles S. - Belleville (JK-6) () Sir John A. Macdonald P.S. (JK-6) () Susanna Moodie E.S. () CSS Elementary (7-8)</p>	<p>Prince Edward ASG</p> <p>() Athol/South Marysburgh P.S. () C.M.L. Snider S. () Kente P.S. () Massassaga-Rednersville P.S. (JK-6) () Sophiasburgh C.S. () PECl Elementary (JK-8)</p>
<p>Centre Hastings ASG</p> <p>() Madoc Township P.S. () Marmora P.S. () Tweed E.S. () CHS Elementary (JK-8)</p>	<p>Trenton ASG</p> <p>() Trent River P.S. (JK-6) () North Trenton P.S. (JK-6) () Prince Charles P.S. - Trenton (JK-6) () V.P. Carswell E.S. (JK-6) () THS Elementary (7-8)</p>
<p>Eastside ASG</p> <p>() Deseronto P.S. () Easthill E.S. () Harmony P.S. () Harry J. Clarke P.S. () Prince of Wales P.S. () Tyendinaga P.S.</p>	

This information is collected under the authority of the *Freedom of Information & Protection of Privacy 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
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:

Mornings: Monday Tuesday Wednesday Thursday Friday

Afternoons: Monday Tuesday Wednesday Thursday Friday

Are you willing to accept Long Term assignments () **Yes** ()

No I am presently a _____% contractual teacher.

If you are a retired teacher, please indicate when you retired: _____

The school Board you retired from: _____

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

Please see reverse side for further instructions...

LEVEL 2

WE APPRECIATE YOUR COMMITMENT TO ACCEPT ASSIGNMENTS

<p>Bayside ASG</p> <p>() Bayside P.S. (JK-6) () Frankford P.S. () Stirling P.S. () BSS Elementary (7-8)</p>	<p>North Hastings ASG</p> <p>() Bird's Creek P.S. (JK-6) () Coe Hill S. (JK-6) () Hermon P.S. (JK-6) () Maynooth P.S. (JK-6) () York River P.S. (JK-6) () NHSS Elementary (7-8)</p>
<p>Centennial ASG</p> <p>() Foxboro P.S. () Park Dale S. () Prince Charles S. - Belleville (JK-6) () Sir John A. Macdonald P.S. (JK-6) () Susanna Moodie E.S. () CSS Elementary (7-8)</p>	<p>Prince Edward ASG</p> <p>() Athol/South Marysburgh P.S. () C.M.L. Snider S. () Kente P.S. () Massassaga-Rednersville P.S. (JK-6) () Sophiasburgh C.S. () PECl Elementary (JK-8)</p>
<p>Centre Hastings ASG</p> <p>() Madoc Township P.S. () Marmora P.S. () Tweed E.S. () CHS Elementary (JK-8)</p>	<p>Trenton ASG</p> <p>() Trent River P.S. (JK-6) () North Trenton P.S. (JK-6) () Prince Charles P.S. - Trenton (JK-6) () V.P. Carswell E.S. (JK-6) () THS Elementary (7-8)</p>
<p>Eastside ASG</p> <p>() Deseronto P.S. () Easthill E.S. () Harmony P.S. () Harry J. Clarke P.S. () Prince of Wales P.S. () Tyendinaga P.S.</p>	

This information is collected under the authority of the *Freedom of Information & Protection of Privacy 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 "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.

It is agreed that the Board and representatives of HAPE-OTL will form a committee to review and update the information that will constitute the Occasional Teacher Information.

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

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

APPENDIX “D”

DISCIPLINE PROCESS FOR OCCASIONAL TEACHERS CASUAL AND LONG-TERM

Step One

Verbal Warning:

This step involves a meeting with the Occasional Teacher, the Principal, and a witness if the Human Resources Officer is unable to attend the meeting, the Human Resources Officer (the Human Resources 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 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 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.

ARCHIVES

Article 17.00 SHORT TERM LEAVES OF ABSENCE

L17.01 (a) A Long Term Occasional Teacher shall be entitled to sick leave Days equal to ten (10) percent of the number of Days in the assignment. For the purposes of clarification, a Long Term Occasional Teacher shall not receive a credit of more than two (2) sick leave Days for each twenty Days of teaching during an assignment. Occasional Teachers working less than a full-time assignment shall be pro-rated for sick leave credits during the assignment.

(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.

L17.02 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.

L17.03 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.

L17.04 If a Long Term Occasional Teacher is appointed to the permanent staff of the Board for the ensuing school year without an intervening break in employment, then the employee shall carry forward as a credit any accumulative sick leave balance as of the preceding June 30th.