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|---------------------|------|----|----|
| SOURCE | COMP | | |
| EFF. | 98 | 09 | 01 |
| TERM. | 00 | 08 | 31 |
| No. OF EMPLOYEES | 400 | | |
| NUMBER OF EMPLOYEES | 2 | | |

COLLECTIVE AGREEMENT

BETWEEN

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

(hereinafter called the "ETFO" or "Union")

representing

**the Elementary Occasional Teachers
of the Near North Occasional Teachers' Local**

(hereinafter called the Bargaining Unit)

and

THE NEAR NORTH DISTRICT SCHOOL BOARD

(hereinafter called the "Employer" or "Board")

September 1, 1998

to

August 31, 2000

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ARTICLE #1

Purpose

- 1.01 - The purpose of this Agreement is to establish the **terms** and conditions of employment of all members of the Bargaining Unit employed by the Board, including **salaries**, employee benefits, working conditions and other matters, and to establish an **expeditious** procedure for the resolution of grievances which may **arise**.
- 1.02 Except for errors, inadvertence or omission, this Collective Agreement shall form the basis for computing all **salaries** and other conditions.

ARTICLE #2

Management Rights

- 2.01 The Board retains **those** management rights not limited by this Collective Agreement.

ARTICLE #3

Duration and Amendment of the Collective Agreement

- 3.01 This Agreement shall be in effect from September 1, 1998 and shall continue in force up to and including August 31, 2000 and shall continue automatically thereafter for **annual** periods of one year **unless** either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this agreement, in accordance with the Ontario Labour Relations Act.
 - 3.01.01 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.
 - 3.01.02 The parties agree that neither party will apply for a conciliator prior to May 1st, except by mutual agreement.
- 3.02 If either party gives notice of its desire to negotiate amendments in accordance with 3.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 3.03 No change can be made to this Agreement without the mutual Written consent of the **parties**; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, **as** determined by their respective bargaining procedures.
- 3.04 There shall be no strike or **lock-out** during the term of this Agreement. The **terms** "strike" and "lock-out" shall be **as** defined in the Labour Relations Act.

ARTICLE #4

Recognition of Negotiation Parties

- 4.01 The employer being the Near North District School Board (hereinafter referred to **as** "the Board") recognizes the Elementary Teachers' Federation of **Ontario** (hereinafter referred to **as** "the Union") **as** the bargaining agent for all occasional teachers employed by the Board in its elementary panel.

- 4.02 The Union will inform the Board from time to time of who is authorized to **act** on behalf of the Union.
- 4.03 Words importing the singular number shall include the plural and vice versa, and words importing gender shall include **the** other gender.

ARTICLE #5

Definitions

- 5.01 "OccasionalTeacher" shall bear the meaning given in the Education **Act**
- 5.02 "Long Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period of fifteen (15) or more consecutive days. It is understood that any Professional **Activity** day falling in the **fifteen (15)** day consecutive period will not be considered as a **break** in consecutive **service**.
- 5.03 "Short Term Occasional Teacher" means a teacher who is required to teach for a period of fewer than **fifteen (15)** consecutive and uninterrupted days.
- 5.04 "Qualified" means holding a valid Ontario Teaching Certificate recognized by the Ontario College of Teachers.
- 5.05 "Day" means an instructional day **unless** otherwise specified.
- 5.06 "Occasional Teacher List" means a list of all teachers who have **been** accepted by the Board to teach **as** Occasional Teachers in the elementary panel.
- 5.07 "Board" means the Near North District School Board

ARTICLE #6

Union Security and Check-Off

- 6.01 On each pay date on which an employee is paid the Board shall deduct from each employee the ETFO dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by ETFO and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 6.02 The ETFO dues deducted in 6.01 shall be remitted to the Treasurer of ETFO at 1260 Bay Street, Toronto, **Ontario** M5R 2B8 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual **salary**, the number of days worked, **salary** for **the** period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.
- 6.03 Dues specified by the Bargaining Unit in 7.01, if any, shall be deducted and remitted to the Treasurer of ETFO ~~Near~~ North Occasional Teachers Local no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, **salary** for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.
- 6.04 ETFO and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability **as** a result of such deductions authorized by ETFO and/or the Bargaining Unit.

6.05 All qualified Occasional Teachers employed by the Board shall be provided with a copy of **this** Agreement by the Board.

Representation

7.01 The Board agrees that it will deal solely with the duly authorized agents of the Union in all **matters** pertaining to the **administration** and interpretation of **this** Agreement. **In** order that **this** may be carried **out**, the Union will supply the Board with the names of its officials and committee members.

7.02 All correspondence between the parties arising out of **this** Agreement shall pass to and from the Director of Education or designate and the President of ETFO ~~North~~ North Occasional Teachers Local.

7.03 Where the Board requires the attendance of an Occasional Teacher at a meeting convened during school hours and such Occasional Teacher **has been** scheduled for a teaching assignment, the Board shall compensate the Teacher at the appropriate daily rate.

ARTICLE #8

Salary Schedule

8.01 Occasional Teachers shall be paid in accordance with the following:

| <u>Years of Teaching</u> | <u>A</u> | <u>A1</u> | <u>A2</u> | <u>A3</u> | <u>A4</u> |
|--------------------------|----------|-----------|-----------|-----------|-----------|
| 0 | 30295 | 32275 | 33509 | 36833 | 38435 |
| 1 | 32993 | 33989 | 35378 | 39035 | 40818 |
| 2 | 34342 | 35703 | 37247 | 41237 | 43201 |
| 3 | 35868 | 37417 | 39116 | 43439 | 45584 |
| 4 | 37394 | 39131 | 40985 | 45641 | 47967 |
| 5 | 38791 | 40845 | 42854 | 47843 | 50350 |
| 6 | 40461 | 42559 | 44723 | 50045 | 52733 |
| 7 | 42115 | 44273 | 46592 | 52247 | 55116 |
| 8 | 43785 | 45987 | 48461 | 54449 | 57499 |
| 9 | 45776 | 47701 | 50330 | 56651 | 59882 |
| 10 | 47928 | 49713 | 52292 | 58853 | 62265 |
| 11 | 48453 | 51865 | 54407 | 61055 | 64648 |
| 12 | 49563 | 53973 | 56529 | 63256 | 67028 |
| 13 | 52844 | | | | |

8.01.1 Effective September 1, 1998, occasional teachers shall be paid according to the salary grids/policies of their predecessor Boards in effect during 1997/1998.

8.01.2 The Short Term Occasional rate shall be effective September 1, 1999

8.01.3 The Long Term Occasional rate shall be effective September 1, 1999.

8.01.4 A Short Term Occasional Teacher shall be paid a per diem rate 1/194th of category A1 minimum, which includes vacation allowance of four percent.

8.01.5 A Long Term Occasional Teacher shall be paid at a per diem rate 1/194th of his/her grid placement, which includes vacation allowance of four percent.

8.01.6 Should an Occasional Teacher replace a teacher for a period of **fifteen** (15) or more consecutive days, that Teacher shall be paid retroactively at the rate of a Long Term Occasional Teacher.

- 8.02** Long Term Occasional Teachers shall accrue teaching experience towards an additional increment. When that teaching experience is less than one full year equivalent, the teacher shall be placed on the A grid step when the experience is 0.5 or more. This grid step placement shall occur at the beginning of the next Long Term Occasional placement.
- 8.03** Each teacher's category classification on the salary grid shall be determined by the application of the QECO IV Certification Chart in effect September 1, 1997, or at the option of the teacher under previous category classification.

ARTICLE #9

Method of Pay

- 9.01** Occasional Teachers shall be paid on the same dates as teachers, with a two-week salary holdback.

ARTICLE #10

Leaves

- 10.01** All items in Article 10 shall apply solely to Long Term Occasional Teachers and any reference to "Teacher" in this Article is to be interpreted as meaning a Long Term Occasional Teacher.
- 10.01.1** Each Teacher shall be entitled to one (1) day of sick leave credit (pro-rated for part-time employment) for every ten (10) days of teaching time.
- 10.01.2** All sick leave accumulated may be used in the next school year if the Teacher subsequently obtains a permanent position with the Board and there has been no break in employment between the long term assignment and the commencement of duties under contract.
- 10.01.3** A maximum of five (5) days sick leave may be accumulated and used in the next school year for periods during which the Teacher has long term assignments.
- 10.02** The Board may require a certificate from a qualified medical or dental practitioner of the Board's choice for absences greater than four (4) days. The cost of such a certificate shall be paid by the Board.
- 10.03** Any leave of absence requested by a Teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:
- 10.03.1** where a teacher is Writing examinations and
- i) the examination is Written in conjunction with improvement of qualifications or professional standing, and
 - ii) the examination is written during the school day,
- or
- iii) the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.
- 10.03.2** where a teacher is attending his/her own graduation exercises or the graduation (grade 8, elementary, or post-elementary) of his/her spouse, son, daughter, or parent and;
- i) the exercises occur during the instructional day, or
 - ii) the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the graduation location.

10.04.1 for absence occasioned by the birth or adoption of a son/daughter, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one (1) day;

10.04.2 where a Teacher is attending the funeral of a member of the family:

- i) in the case of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days;
- ii) in the case of a member outside the immediate family as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY - Parents, parents-in-law, spouse, children, brothers, sisters, grandparents. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave, subject to approval of the Director or designate.

10.04.3 A Teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses that he/she receives as a juror or witness.

10.05 Each Teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the medical authorities.

10.06 Any leave of absence without pay of three (3) days or less requested by a Teacher and not covered elsewhere in Article 16 may be granted by the Principal. Leaves of more than three (3) days may be recommended by the Principal and may be granted by the Director or designate and shall be without pay

10.07 Family Illness

A leave shall be granted without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family shall be defined as son, daughter, spouse, mother or father. It is to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.

10.08 Under the Workers' Compensation Act, this Board provides protection for its Teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative leave sick plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the Teacher shall receive only the compensation award.

ARTICLE #11

Leave for Union Business

11.01 At the request of the Bargaining Unit, the Board may grant paid release time to member(s) of the Union in order to conduct Union business (e.g. Negotiations).

11.02 Such released members will receive pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.

11.03 The Union shall indemnify the Board with respect to its actual costs, if any, in replacing any teacher released for these purposes.

ARTICLE #12

Benefits

12.01 -- A Long Term Occasional Teacher, teaching an assignment for ninety (90) teaching days or more, may participate in the Employee Benefit Plan, exclusive of the Long Term Disability Plan, and shall receive a pro-rated proportion of an annual Board contribution of \$2,000. towards the Employee Benefit Plan. The Long Term Occasional Teachers shall be part of the regular elementary teachers' experience pool for benefits, subject to the approval of the insurance carrier.

This clause is effective September 1, 1999.

ARTICLE #13

Liability Coverage

13.01 The Board will continue to provide liability coverage at the present limits of liability for all Occasional teachers while working for the Board.

Travel Expenses

13.02 An Occasional Teacher who is required to travel between schools or other places of employment shall have transportation provided or be paid for such travel by the Board at the highest rate paid to other Board personnel.

13.03 In respect of other travel authorized by the Board, an Occasional Teacher shall receive kilometrage from the Board at the highest rate paid to other Board personnel.

ARTICLE #14

Cancellation of Assignment

14.01 The Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours' notice, the Board shall pay the occasional teacher for that day's assignment.

ARTICLE #15

Termination of Long Term Assignment

15.01 The starting and ending dates of any long term Occasional assignment shall be agreed upon by the Teacher and the Board, in the form set out in the Schedule to this Collective Agreement, prior to the commencement of the assignment. Any change to these dates shall be by written agreement. In the event that the teacher being replaced returns prior to the anticipated date of return the Occasional teacher may be terminated and will be given either five (5) days notice or five (5) days pay in lieu of notice at the discretion of the Board. Termination for any other reason shall be subject to just cause provision in Article 23.

ARTICLE 16

Working Conditions

16.01 No Occasional Teacher shall be assigned yard duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is an half-day afternoon assignment.

ARTICLE #17

Staffing

17.01 -- The President of the Elementary Occasional Teachers' **Union** shall be a member of the District Staffing committee.

ARTICLE #18

Professional Activity Days

18.01 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

18.02 A long term occasional teacher who is scheduled to work when there is a Professional Activity Day shall be paid for the day and will be required to participate in the scheduled professional activity sessions.

18.03 An occasional teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay **subject to** availability of space and/or materials.

ARTICLE #19

Evaluation of Teacher Performance

19.01 The Board shall have a policy **on**, and procedures for, evaluations. Any such policy shall be developed in consultation with the **Union**. Teachers shall only be evaluated in accordance with these policy/procedures.

ARTICLE #20

Personnel Files

20.01 The **personnel file** respecting a teacher shall be **maintained** in the Personnel Department of the Board and shall be available and open to the teacher and/or a person authorized in writing to **act on** the teacher's **behalf** for inspection in the presence of a **Board** personnel department officer **at any** reasonable time during the regular working hours of the department

20.02 The teacher may make a **copy** of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.

20.03.1 If the teacher **disputes** the accuracy or completeness of any **such** information other than an **evaluation** referred to in ARTICLE #19, the Board shall, **within** twenty school days from receipt of a **written** request by the teacher stating the alleged **inaccuracy**, either **confirm**, amend or remove the information.

20.03.2 Where the Board amends or removes information **as** outlined in **this** article, the Board shall, at the request of the teacher notify all persons who **received** a **report** based on the prior information

20.04 A teacher may place comments **on** any materials kept **on** file pertaining to the teacher.

ARTICLE #21

Probationary Period

21.01 All newly **hired** Long Term Occasional Teachers shall serve a probationary period of thirty **(30)** working days. A probationary Occasional Teacher shall be terminated and removed from the list at the sole discretion of the Board and shall not be entitled to grieve the termination.

ARTICLE #22

Procedure for Removing Names from the List

- 22.01 The Superintendent of Program and Schools may remove a Short Term Occasional Teacher **from** the list and provide written notification of such removal. The Short Term Occasional Teacher may appeal the decision to the Director of Education.

ARTICLE #23

Just Cause

- 23.01 A Long Term Occasional Teacher under **contract** shall not be disciplined, dismissed, demoted, **or** suspended without just and **sufficient cause**.

ARTICLE #24 -GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

- 24.01 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:

Individual Grievance

- 24.02 The teacher and the Bargaining Unit representative will discuss the complaint with the appropriate Principal. The Principal shall attempt to resolve the matter informally within 5 school days of the initial discussion. The Principal shall answer the complaint in writing.
- 24.03 Grievance(s) must be submitted in **writing** to the appropriate Director or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance after Step 1. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Director or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP 3

- 24.04 If no settlement is reached, the grievance shall be filed in writing to the Board Grievance Committee within ten school days from the response from the Director or Designate. A written response will be provided to the Union from the Director of Education within five (5) school days of the meeting.

STEP 4

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

24.06 Grievance Mediation

Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

Arbitration

24.07 When both parties request that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Decision of the Arbitrator

24.08 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the Parties and upon any employee or employees affected by it.

Board of Arbitration

24.09 When either Party requests, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.

Powers of the Board of Arbitration

- 24.10 An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act and, in addition, has the power:
- a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so;
 - b) to grant such interim orders, including interim relief, as the arbitrator or arbitration board considers proper, including interim reinstatement; and,
 - c) to enforce a written settlement of a grievance.

Decision of the Board of Arbitration

24.11 An arbitration board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

Expenses of the Arbitrator or Board of Arbitration

- 24.12 Both Parties agree to pay one-half (.5) of the fees and expenses of the single arbitrator or the
- one-half (.5) of the fees and expenses of the chair. Both parties agree to pay all of the fees and expenses of the Parties respective appointees and arbitration board.

Discharge Grievance

- 24.13 Where a Teacher has received a termination notice, the Teacher may file a grievance at Step 2 within ten (10) school days of written notice of termination.

Policy Grievance

- 24.14 The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

Attendance at Grievance Meetings

- 24.15 A Teacher's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.
- 24.16 At any step in this process, the Teacher can be represented by an official of the Union

SCHEDULE 'A'

Occasional Agreement

Between:

(Occasional Teacher)

- and -

~~Near~~ North District School Board

The Board agrees to employ (~~the occasional teacher~~) as a Long Term Occasional Teacher, for the ~~period~~ (starting date) to (ending date), or ~~the~~ return of the Teacher (being replaced), subject to the ~~terms~~ of ~~the~~ collective agreement for elementary Occasional Teachers between the Elementary Teachers' Federation of Ontario and the Near North District School Board.

Occasional Teacher

Date

Board

The Board's Chief Negotiator assures the Bargaining Unit that a Letter/Memo will be Written to Elementary School Principals, with a copy to the President of the Bargaining Unit, outlining the "in-school information to be provided to Occasional Teachers" as discussed during negotiations.

LETTER OF UNDERSTANDING

Between

The Near North District School Board

and

The Elementary Teachers' Federation of Ontario

The parties agree to the following:

A Joint Committee will be established. It will consist of six (6) members - three (3) appointed by the Board and three (3) appointed by the Union, The Committee will hold its first meeting within thirty (30) days of the ratification of this agreement.

The tasks of this Committee shall be:

- a) to look at the definition of "Occasional Teachers' List" and, if necessary, to suggest possible modifications.
- b) to explore and resolve issues regarding issues submitted in the Teachers' Initial Proposal Articles 8 (Occasional Teacher List), Article 9 (Calling of Occasional Teachers for Casual Occasional Teaching Assignments), Article 10 (Calling of Occasional Teachers for Long Term Occasional Teaching Assignments), and Article 11.02 (Job Vacancies: Elementary Teaching Positions).

The Committee may appoint resource people to assist in its deliberations

For issues on which the Committee cannot agree by majority (four (4) out of six (6)), the Board's original proposal prevails.

By November 1, 1999, this Committee will present, for information only, a Report to the Board and the Union.

Dated and executed this _____ day of _____, 1999.

NEAR NORTH
DISTRICT SCHOOL BOARD

ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO

Board Chair

President, Local Bargaining Unit

Chief Negotiator

Chief Negotiator

Board Secretary

ETFO Liaison ~~Officer~~

SIGNATURE PAGE

Dated and executed this _____ day of _____, 1999.

**NEAR NORTH
DISTRICT SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

Board Chair

President, Local Bargaining Unit

Chief Negotiator

Chief Negotiator

Board Secretary

ETFO Liaison Officer