

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")

RECEIVED
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September 1, 2004

to

August 31, 2008

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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, 2004 and shall continue in force up to and including August 31, 2008 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 "Occasional Teacher" 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 thirteen (13) or more consecutive days. It is understood that any Professional Activity day falling in the thirteen (13) 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 thirteen (13) 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 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 6.01, 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.

ARTICLE #7

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 Near 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

Occasional Teacher List

- 8.01 An occasional teacher must be qualified in Ontario to be eligible for inclusion on the occasional teacher list.
- 8.02 Procedures for Adding to the Supply List: Before being placed on the Occasional Teacher List, an applicant shall have an interview and shall submit all required documents.
- 8.03 Those occasional teachers whose names are on the list of teachers available to a school shall be called first for short term occasional teaching assignments.
- 8.04 Unqualified persons will only be used in accordance with O. Reg. 298, Sec. 21 under the *Education Act*.
- 8.05 In order for a new teacher's name to be included on the list, the teacher must provide a completed application form.
- 8.06 An occasional teacher shall notify the Manager of Human Resources, in writing, of any changes during the school year of address, email address if available, telephone number, preferences or availability.
- 8.07 The Board shall produce an occasional teachers' list on the last day of each month and provide a copy to the Bargaining Unit President (or designate).
- 8.08 The Board shall send to each teacher on the occasional teacher list a notice by June 1 asking whether he or she wishes to have his/her name remain on the list. In addition to Articles 10, 11, and 12, an occasional teacher's name shall be removed from the list if he or she fails to notify the Manager of Human Resources by July 15 each year of his/her desire to remain on the list for the next school year or if he or she fails to submit a copy of the current membership card from the College of Teachers.

ARTICLE 9

Long Term Occasional Teaching Assignments

- 9.01 All long term occasional teaching positions shall be posted in every school at least three (3) full school days prior to the closing date for applications. A copy of each posting shall be forwarded to the Union President (or designate).
- 9.02 When hiring for long term occasional teaching positions, the Board shall consider first applications received from members of the bargaining unit. It is understood 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.
- 9.03 Should there be no suitable candidates who have applied for the position, the Board will seek a suitable applicant whose name shall be added to the occasional teacher list.
- 9.04 Each January the Board shall provide to the Near North Occasional Teacher Local a report of the number of contract positions and the number of positions filled by members of the occasional teacher list for the previous calendar year.

ARTICLE #10

Probationary Period

- 10.01 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.
- 10.02 As part of the hiring process and where practical the Board shall grant interviews to an occasional teacher who has applied to fill any vacant position for which they are eligible.

Each January the Board shall provide to the Near North Occasional Teacher Local a report of the number of contract positions and the number of positions filled by members of the occasional teacher list for the previous calendar year.

ARTICLE #11

Procedure for Removing Names from the List

- 11.01 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 #12

Just Cause

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

ARTICLE #13

Category System and Certification

- 13.01 Each teacher's category classification on the salary grid shall be determined by the application of the QECO V Certification Chart in effect September 1, 2005, or at the option of the teacher under previous category classification.
- 13.02 Changes in Category shall be made only after receipt of a Certification Statement issued by the QECO Certification Board. It is the responsibility of the teacher to present to the Manager of Human Resources the Certification Statement.
- 13.03 As a condition of employment, new teachers engaged by the Board shall submit a QECO certification rating statement to the Manager of Human Resources. Until the statement is received, new teachers shall be placed on the salary grid at Category A1. Retroactive pay shall be limited to one calendar year.
- 13.04 **Any** changes in category shall be made effective as follows:
- 13.04.01 A salary change due to change in category will be made effective as of September 1 of the same year when courses are completed prior to this date and where courses are completed during the current year, retroactivity will take place as of the date the courses are completed, (the course completion date shall be as provided by the institution offering the course) provided the Manager of Human Resources has been notified in writing of the impending change prior to December 31, and the Certification Statement/Letter of Evaluation has been received by the Manager of Human Resources prior to June 30 of the current school year. In no case will retroactivity be applied prior to September 1 of that same school year.
- 13.04.02 A salary change due to change in category will be made effective January 1 following, if notification has not been received prior to December 31, and provided that the Manager of Human Resources has been notified in writing of the impending change prior to April 30 and that the Certification Statement has been received by the Manager of Human Resources prior to October 31 of the ensuing school year. In no case will retroactivity be applied prior to January 1 of the calendar year.

13.04.03 If unusual delays in the receipt of the Certification Statements occur which are beyond the control of the teacher and if the teacher informs the Manager of Human Resources in writing of the delay, then retroactivity as stated in 13.04.01 and 13.04.02 will be applied in a fair and reasonable manner subject to 13.05.

13.05 Changes in salary, including any appropriate retroactive payment, will be made within two months by the Manager of Human Resources upon receipt of the Certification Statement to verify the change in category.

ARTICLE #14

Category System and Experience

14.01 Teachers shall be paid in Category A1 0 until such time as they provide proof of a different category classification and experience.

14.02 Teachers with less than a full-time assignment shall be paid pro rata based on their assignment percentage.

14.03 Where a teacher is employed to work only part of the school year, the teacher shall be paid a salary in proportion that the number of days which the teacher is employed to work bears to the total number of school days in the school year.

14.04 The following shall apply for the purpose of determining the annual salary appropriate to a teacher's teaching experience.

14.04.01 Credit shall be given for a full-time, part-time teaching experience in elementary or secondary schools.

14.04.02 Teaching experience, including long term occasional teaching experience, for a full-time assignment for a full school year shall be recognized as one full year credit.

14.04.03 Teaching experience for less than a full-time assignment and/or less than a full school year including long-term occasional teaching experience, shall be recognized as follows:

14.04.03.01 0.5 Assignment or more, or half school year or more: one full year credit.

14.04.03.02 Less than 0.5 assignment shall accumulate until reaching 0.5, then a full year credit shall be granted.

14.04.04 No teacher employed by the Near North District School Board on 30 June

1998 shall suffer a reduction in grid placement as a result of wording in this article which may conflict with the grid placement received under the collective agreement of their predecessor Board.

- 14.05 New teachers will be given forty-five (45) teaching days to submit proof of previous teaching experience from other Boards. If this proof is received by the Board within the forty-five (45) teaching days then the teacher's salary will be retroactive to teacher's first day of teaching. If notice is received after forty-five (45) days then the teacher's salary will be adjusted as of the date of notice.

It is understood that the teacher is responsible for submitting the proof but if a situation arises that the teacher has in good faith made all proper attempts to receive the proper documentation and has notified the Board of delays, and it is determined to be beyond their control then the forty-five (45) teaching days may be extended.

14.06 RELATED EXPERIENCE

Each year of related experience will be recognized for grid placement on the basis of the following:

- 14.06.01 Other experience - years of teaching at a university or community college.
- 14.06.02 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.
- 14.06.03 Documentary or documented evidence must be submitted with all applications for related experience allowances.

ARTICLE #15

Salary Schedule

- 15.01 Occasional Effective September 1, 2004, the daily rate for a Short Term Teachers will not be lower than the short term occasional rate of the 15th School Board of the 31 ETFO Public District School Board in Ontario. Any dispute in calculation of the daily rate will be referred to a mutually agreed single arbitrator for an expedited binding decision.

15.01.01 Effective August 31, 2008, Occasional Teachers shall be paid in accordance with the following salary grid as outlined below:

0	39,856	41,061	42,739	47,157	49,311
1	41,487	43,131	44,996	49,817	52,189
2	43,330	45,202	47,254	52,476	55,069
3	45,174	47,272	49,512	55,136	57,946
4	46,862	49,343	51,771	57,797	60,826
5	48,880	51,414	54,028	60,457	63,704
6	50,877	53,484	56,286	63,117	66,584
7	52,894	55,554	58,544	65,778	69,461
8	55,301	57,625	60,802	68,438	72,341
9	57,901	60,056	63,171	71,098	75,220
10	58,534	62,656	65,727	73,757	78,098
11	62,177	67,709	70,915	79,355	84,086
12	66,291				

A Short Term Occasional Teacher shall be paid a per diem rate of 1/194th of category A1 Year 0. This daily rate includes vacation allowance of four percent.

15.01.02 Effective September 1, 2004, a Long Term Occasional Teacher shall be paid at a per diem rate 1/194th of his/her grid placement in accordance with the grid as set forth for the Board's most recent collective agreement for Elementary Teachers. This daily rate includes vacation allowance of four percent.

15.01.03 Should an Occasional Teacher replace a teacher for a period of thirteen (13) or more consecutive days, that Teacher shall be paid retroactively at the rate of a Long Term Occasional Teacher.

- 15.02 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 next 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.
- 15.03 Each teacher's category classification on the salary grid shall be determined by the application of the QECO V Certification Chart in effect September 1, 2005, or at the option of the teacher under previous category classification.

ARTICLE #16

Method of Pay

- 16.01 Occasional Teachers shall be paid bi-weekly based on the timesheets provided.
- 16.02 The payment shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the employee portal which can be printed by the employee. In addition, upon written request by the employee, the Board shall provide to the employee a written copy of the payment information maintained in the employee portal.
- 16.03 **Overpayment/Underpayment:**
Errors in creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time **has** elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the Teacher may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall a teacher have monies deducted by the Board in conjunction with this article without first advising the teacher.

Errors in pay creating an underpayment shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay.

ARTICLE #17

Leaves

- 17.01 All items in Article 17 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.

- 17.01.1 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.
- 17.01.2 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.
- 17.01.3 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.
- 17.02 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.
- 17.03 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:
- 17.03.1 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.
- 17.03.2 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.
- 17.04.1 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;

17.04.2 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, grandchildren. 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.

17.04.3 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.

17.05 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.

17.06 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.

17.07 **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.

17.08 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 #18

Leave for Union Business

- 18.01 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).
- 18.02 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.
- 18.03 The Union shall indemnify the Board with respect to its actual costs, if any, in replacing any teacher released for these purposes.

ARTICLE #19

Benefits

- 19.01 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:
- \$2,000.00 effective September 1, 2004
 - \$2,510.00 effective September 1, 2005
 - \$2,610.00 effective September 1, 2006
 - \$2,710.00 effective September 1, 2007 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.
- 19.02 The Board agrees to deduct at source any required premium payments incurred by the teacher.

ARTICLE #20

Liability Coverage

- 20.01 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

- 20.02 An Occasional Teacher who is required to travel between schools or other places of employment shall be paid for such travel at the rate determined by the Board.
- 20.03 In respect of other travel authorized by the Board, an Occasional Teacher shall be paid for such travel at the rate determined by the Board.

ARTICLE #21

Cancellation of Assignment

- 21.01 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 #22

Termination of Long Term Assignment

- 22.01 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 23

Working Conditions

- 23.01 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 a half-day afternoon assignment.
- 23.01.01 (a) It is understood by the parties that the responsibility of the Occasional Teacher is to fulfill the teaching and supervisory duties of the teacher being replaced.
- (b) Should the Board employ an Occasional Teacher for an assignment that replaces teachers who are not absent but are

involved in other professional activities (eg. Coverage for IPRC meetings, grade placements, divisional meetings), the Principal or Designate will inform the Occasional Teacher.

- (c) On a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher, along with regular day school teachers, may be required to assist in the coverage of classes.

23.02 There shall be no discrimination by the Employer, the Union or any employee against any employee because of membership, or non-membership in any lawful Union or because of sex, race, colour, creed, age, marital status, nationality, ancestry, place of origin, sexual orientation or political affiliation.

23.03 The Board agrees to follow the Administrative Guidelines as developed related to Sexual and Workplace Harassment dated October 5th, 2000. Changes will be made in consultation with the Union.

23.04 No member is required to carry out medical procedures as part of his/her regular duties. No member shall be required to examine pupils for communicable diseases or to diagnose a communicable disease or condition.

ARTICLE #24

Staffing

24.01 The President or designate of the Elementary Occasional Teachers' Bargaining Unit shall be a member of the Common Concerns Committee.

ARTICLE #25

Professional Activity Days

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

25.02 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.

25.03 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.

25.04 The President or designate shall be a member of the Professional Development

Committee.

ARTICLE #26

Evaluation of Teacher Perfor

26.01 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 #27

Personnel Files

27.01 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.

27.02 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.

27.03 If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in ARTICLE #26.01, 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.

27.03.1 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

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

ARTICLE #28 -GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

28.01 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

STEP 1

28.02 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.

STEP 2

28.03 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

28.04 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

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

28.06 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

28.07 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

- 28.08 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

- 28.09 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

- 28.10 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

- 28.11 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

- 28.12 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

- 28.13 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

- 28.14 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

- 28.15 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.
- 28.16 At any step in this process, the Teacher can be represented by an official of the Union.

SCHEDULE 'A'

Long Term Assignment Agreement

Between

"FirstName" "LastName"

and

The Near North District School Board

The Board agrees to employ "First Name" "Last Name" as a Long Term Occasional Teacher, for the period of "Start Date" to "End 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.

"FirstName" "LastName"

Board

Date

Date

LETTER OF INTENT
Between
NEAR NORTH DISTRICT SCHOOL BOARD
(NNDSB)

- and -

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO) and its NEAR NORTH
OCCASIONAL TEACHER LOCAL (NNOTL)

Upon signing of the Collective Agreement, a letter signed by the Director will be sent to all Principals with a copy to the President of the Bargaining Unit outlining the "In School Information to be provided to the Occasional Teachers", as listed below

The School Administration shall endeavour to provide for an Occasional Teacher arriving for an assignment the following in-school information. It is understood that this information will generally be located in the individual Teacher's daybook.

- a timetable for the Occasional Teacher's assignment (including supervision periods)
- a schedule identifying period times
- a floor plan of the school (if available)
- the school Code of Behaviour and special classroom discipline procedures
- an up-to-date class list

- name(s) of high **risk** student(s) and any applicable special programme(s), medical information, allergies.
- name(s) of student(s) participating in special in-school support programmes with the time and place where they receive that support
- name(s) of student(s) transported by bus and/or taxi
- an up-to-date seating plan (where applicable)
- a general outline **of** classroom routines which includes washroom, attendance and entry and dismissal procedures

In addition, fire drill and emergency procedures will be located within the classroom

SIGNATURE PAGE

Dated this ____ day of _____, 2006

Near North DSB:

_____ **Board Chair**

_____ **Chief Negotiator**

Elementary Teachers' Federation of Ontario:

_____ **President, Local Bargaining Unit**

_____ **Chief Negotiator**
