

COLLECTIVE AGREEMENT

B E T W E E N:

Huron - Superior Catholic District School Board

(hereinafter called the "Board")

- AND -

**The Sault Ste. Marie Local of the Ontario English Catholic
Teachers' Association - Occasional Teachers**

(hereinafter called the "Association")

September 1, 2001 to August 31, 2004

ARTICLE I: DEFINITIONS

- 1.01 (a) **Teacher** - shall mean a teacher as defined in the Education Act, Part X.1, s.277.1. Teacher means a teacher employed by a Board to teach but does not include a supervisory officer, a principal, or an instructor in a teacher-training institution.
- (b) **Long Term Occasional Teacher** - shall mean an occasional teacher who is employed for a period of eleven (11) or more consecutive teaching days as a replacement for a full-time or part-time teacher employed by the Board.
- (c) **Occasional Teacher** - shall mean an occasional teacher as defined in the Education Act 1.1: For the purpose of this Act, a teacher is an occasional teacher if he or she is employed by a Board to teach as a substitute for a teacher or temporary teacher who is or was employed by the Board in a position that is part of the regular teaching staff including continuing education teachers but
- (i) if the teacher substitutes for a teacher who has died during the school year, the teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred:
and/or
 - (ii) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as a substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- (d) **Casual Occasional Teacher** - shall mean any occasional teacher employed by the Board to teach on a day to day basis for a period of less than eleven (11) consecutive days.
- 1.02 (a) Each Long-Term Occasional Teacher shall be provided with a letter specifying the assignment, its approximate duration and salary.
- (b) Professional Development or Activity Days attended or days when school is closed by the Director or his/her designate shall not break the consecutiveness of the days involved.

ARTICLE 2: RECOGNITION

- 2.01 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.

ARTICLE 3: SCOPE

- 3.01 No Teacher, as defined in paragraph 1.01(a) above, shall be covered by this agreement. However, any teacher who is covered by such Act and who is legally employed as an Occasional Teacher, shall be covered by this agreement in respect of such Occasional

Teacher employment. Any teacher employed in any Heritage Language Program, Continuing Education Program, Extension Education Program or similar such program operated by the Board be they credit or non-credit shall not be covered by this Agreement.

ARTICLE 4: ASSOCIATION SECURITY

- 4.01 The Board shall supply the Local Association with a current list of the Occasional Teachers and their addresses by October 31st of each year and then on a quarterly basis.
- 4.02 There shall be no discrimination, interference, restraint or coercion exercised or practiced with respect to any Occasional Teacher because of participation in lawful activities of the Association. There will be no discrimination by an Occasional Teacher against the Board.

ARTICLE 5: ASSOCIATION DUES

- 5.01 In every pay period, the Board shall deduct from every pay of each Occasional Teacher the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.
- 5.02 The deduction shall be made for those months in which the Occasional Teacher receives a pay cheque and forwarded to the Treasurer of the Association not later than the 15th day of the following month.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 The Board reserves to itself, fully and exclusively all management rights and prerogatives conferred on it by statute, regulation or otherwise, save and except to the extent expressly modified, curtailed or limited by any provision of this collective agreement.
- 6.02 No alteration, variation or addition to the express terms of this agreement shall be made by any arbitrator or Board of Arbitration.
- 6.03 Where there is clear and convincing evidence to Board and Association officials of the circumstances listed below, it shall be deemed to constitute just cause for dismissal:
- (a) use of, or possession of, illegal narcotics on school property
 - (b) physical or sexual assault of a student

Any dispute between the Board and the Association shall be sent to an Arbitrator for final decision.

ARTICLE 7: LEAVES OF ABSENCE

7.01 With Pay

The Board shall provide the following leaves-of-absence with pay for long-Term Occasional Teachers.

- (a) Bereavement Leave: Five (5) calendar days bereavement leave due to a death in the Occasional Teacher's immediate family subject to the five (5) days being prior to the termination of the contract. Such leave shall not extend beyond the termination date of the Long-Term Contract. Immediate family is defined as parents, legal guardians, parents-in-law, husband, wife, children, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents and grandchildren.
- (b) One (1) day bereavement leave due to a death of an Occasional Teacher's relative. Relatives include aunts, uncles, nieces and nephews consanguine or by marriage.
- (c) A Long-Term Occasional Teacher who is absent from an assignment because of jury duty or who is subpoenaed as a witness will be excused for the duration of either the jury duty or the Long-Term assignment whichever comes first. Any witness or jury duty fees are reimbursed to the Board without loss of salary if an Occasional Teacher is so summoned by the Court.

(d) Sick Leave

A Long-Term Occasional Teacher shall be entitled to one (1) day paid sick leave for each ten (10) teaching days in the same assignment with two (2) days being available from the commencement of the Long-Term assignment. The remaining sick leave days if used in advance will be used without pay and will become payable upon completion of the assignment. Unused sick leave days will cease to be available at the end of each individual assignment and may not be carried over to another occasional teaching assignment. The Director or Designate may require a medical certificate to substantiate any sick leave absence.

7.02 Association Leave - The Board agrees to retain an Occasional Teacher who has been elected to the position of President of the Local Association on the Occasional Teacher List in an inactive status for a period of no greater than the school year in which the request for such status is made. The Association shall notify the Board in writing of its request and shall set out the estimated duration of the President's unavailability in the notice.

7.03 General - The Board, may in its discretion, retain Occasional Teachers on the Board's Occasional Teacher List in an inactive status where the Occasional Teacher is unavailable for assignments due to personal circumstances. The Occasional Teacher shall make application in writing for such status to the Director or designate responsible for Occasional Teachers stating the reasons for the request and the estimated duration of the period of unavailability. The maximum period of time such status may be maintained shall be the duration of the school year in which the request is made and thereafter the Occasional Teacher shall be deemed to have resigned from the Occasional Teacher List unless the Occasional Teacher notifies that he/she is available.

7.04 Pregnancy/Parental Leave - An Occasional Teacher who, because of pregnancy, parental, or adoption of a child, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status upon making application in writing for such status to the Director or designate responsible for Occasional Teachers stating the reason for such request and the estimated duration of the period of unavailability. The maximum period of

time such status shall be maintained shall not exceed one (1) calendar year from the date of commencement of the leave and thereafter the Occasional Teacher shall be deemed to have resigned from the Occasional Teacher List.

- 7.05 Personal Leave - A Long-Term Occasional Teacher may be granted a leave of absence for personal leave for three (3) days per year, under special circumstances, at the discretion of the employee's immediate supervisor, with loss of pay.

ARTICLE 8: CORRESPONDENCE

- 8.01 All correspondence between the Board and the Association arising out of this Agreement or incidental thereto, shall pass to and from the President of the Association and the Board's Director or designate responsible for Occasional Teachers.

- 8.02 The Board agrees to provide to the President of the O.E.C.T.A. Occasionals, the YTD (year-to-date) report and record of refusals, on a monthly basis, for the purpose of monitoring Article 11.00 of the agreement.

ARTICLE 9: GRIEVANCE PROCEDURE

It is the mutual desire of the Association and the Board that grievances shall be adjusted as quickly as possible. An Occasional Teacher may attempt to resolve the grievance by informal discussion/letter with the Director of Education or designate prior to initiating the grievance at Step One.

- 9.01 Definitions - Occasional Teacher Grievance

An Occasional Teacher Grievance under this Agreement shall be defined as any difference or dispute between the Board or Supervisory Staff and any Occasional Teacher which relates to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable.

- 9.02 Definitions - Local Executive Grievance

A Local Executive Grievance is defined as a difference or dispute of the Agreement which concerns a number or all of the Occasional Teachers relating to the interpretation, application or administration of the Agreement, including any question as to whether a matter is arbitrable.

- 9.03 Definitions - Direct Grievances and Group Grievances

Any grievances arising directly between the Board and the executive of the Association or any grievance involving more than one Occasional Teacher instead of following the procedure herein set out may be submitted in writing by registered mail or personal delivery within twenty (20) working days after either party becomes aware of the circumstances giving rise to complaint. The grievance committee shall agree to meet without delay in an attempt to settle the grievance. If this committee is unable to settle such grievance within fifteen (15) working days after its submission, then the group to whom the grievance was delivered shall reply in writing within five (5) working days.

9.04 Procedure

The following procedure shall be adhered to in processing a grievance or grievances.

STEP ONE

- (a) The Occasional Teacher shall take the matter up with the Director of Education or designate by submitting a concise written statement of the complaint(s) and redress(es) sought, including the article number(s) in question, within twenty (20) working days of the occurrence giving rise to the grievance and shall request that a meeting be convened with the Director of Education or his/her designate.

STEP TWO

- (b)
 - (i) The Director of Education or designate shall arrange and meet within five (5) working days of receipt of the letter of grievance. He/she shall give his/her decisions or answers to the grievance within ten (10) working days after the meeting. His/her answer shall be in writing and a copy shall be sent to the Local President(s).
 - (ii) An Occasional Teacher may be accompanied to the meeting with the Director of Education or designate, by a member of the Association.

STEP THREE

- (c) If the grievance is not satisfactorily resolved at Step Two the Grievance Officers of the Association may on behalf of the aggrieved teacher, within ten (10) working days after the reply at Step Two has been or should have been delivered, require a meeting of the Grievance Committee by delivering the grievance in writing to the Director of Education or designate by registered mail or personal delivery.

STEP FOUR

- (d)
 - (i) The Grievance Committee shall consist of two members of the Association appointed from time to time by the executive of the Association and two representatives appointed by the Board.
 - (ii) The Grievance Committee shall convene within twelve (12) working days after receipt of the grievance by the Director of Education or designate by prepaid registered or certified post and the Committee shall seek to resolve the grievance within fifteen (15) working days of the first meeting.
 - (iii) The aggrieved Occasional Teacher or a designate and a

representative of the Board may make representations regarding the grievance.

- (e) If the Grievance Committee is unable to resolve the grievance, the Director of Education or designate shall, within five (5) working days after the said meeting, deliver to the appointees of the Association the written reply of the Board to the grievance.

9.05 Arbitration of Disputes

- (a) If any grievance has not been satisfactorily settled pursuant to the foregoing provisions either party may, within five (5) working days, serve notice in writing submitting to arbitration according to the following provisions.
 - (i) The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall, within ten (10) working days of receipt of the submission(s), inform the other party in writing of the name of its appointee to the Arbitration Board.
 - (ii) After the second party has appointed its arbitrator the two nominees to the Arbitration Board shall, within ten (10) working days, appoint a third person who shall serve as the chairperson of this committee.
 - (iii) If the recipient of the notice fails to select an appointee, or if the two appointees fail to agree upon a chairperson within the time limit, then the appointment shall be made by the Minister of Labour upon request of either party. No person may be appointed to the Arbitration Board who has participated directly in an attempt to settle the grievance.
 - (iv) The Arbitration Board established as above shall decide the grievance submitted to it and any related question(s) including whether the matter is arbitrable, but this Board shall have no power to alter, modify, or amend this agreement nor make any decision inconsistent therewith.
 - (v) The Arbitration Board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
 - (vi) Each party shall pay the cost of its own appointee to the Arbitration Board and the parties shall equally share the cost of the chairperson.
 - (vii) Each party may be represented at the arbitration by two representatives of its choice.
 - (viii) The decision of the Arbitration Board shall be submitted in writing by registered mail or personal delivery to the two parties.

9.06 The term working days, when used in this article, shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined in the Education Act, R.S.O. 1990, Chapter 3.2 and the regulations promulgated thereunder (Reg. 304), with the exception of July and August.

9.07 Any time limits fixed by this Article may at any time be extended by agreement of the representatives of the parties involved.

ARTICLE 10: JUST CAUSE-DISCIPLINE AND DISMISSAL

10.01 (a) No occasional teacher shall be disciplined or dismissed without just cause.

In the case of dismissal, the Board may apply a lesser standard of just cause for occasional teachers on probation.

(b) An occasional teacher will be considered to be on probation until that teacher has completed sixty (60) teaching days with the Board over a three (3) consecutive year period.

The sixty (60) teaching day probationary period may be extended through a mutual agreement between the Board and the Association.

A certified pregnancy/parental leave or a prolonged illness of twenty (20) teaching days or more shall result in an equal number of days being added to the three (3) year time period.

10.02 All Casual and Long-Term Occasional Teachers shall have access to their personnel files upon their request or the request of the President with the written permission of the Occasional Teacher. The Occasional Teacher's file shall be examined in the presence of a person authorized by the Board. The Occasional Teacher, upon request, shall be provided with a photocopy of any documents in the file.

ARTICLE 11: OCCASIONAL TEACHER LIST & DAILY CALL OUT

11.01 (a) The Occasional Teachers' List (Casual and Long Term) shall mean lists maintained and utilized by the Board in allocating Occasional Teacher assignments.

11.02 (a) The following provisions apply to Occasional Teachers teaching in the city of Sault Ste. Marie:

(i) The Casual Master List as established on October 1, 1991 and the Long Term List as established on November 27, 1991 shall be updated each year as of September 1.

(ii) Rotation of the Casual Master List shall be in numerical order.

(iii) The Long Term call out List shall be in the order established. When teachers

are skipped for qualifications or for other reasons accepted by the Board, the Board official who administers the list shall go back each time to the top of the Long Term List for the next long term assignment.

(iv) The Secondary Casual List shall be established in numerical order as agreed upon on September 1, 1992. Call out for Secondary school assignments shall be in accordance with the qualifications needed for the assignment.

(v) An Occasional Teacher whose long-term assignment is less than 24 full consecutive days, shall after the assignment remain in his/her original position on the Long Term List. (Retroactive to September 1, 1996).

(b) Occasional Teachers who refuse a long term assignment within their specification, notwithstanding extenuating circumstances, will go to the bottom of the Long Term Occasional Teachers' List.

(c) When an Occasional Teacher, on one or more lists, completes a long term assignment, he/she shall inform the allocator so his/her name can become active on the Casual Master List in the same numerical order.

(d) When a teacher permanently withdraws or is removed from one or more of the lists, the teachers below this teacher will automatically move up the lists.

(e) Names of new teachers will be added to the bottom of one or more of the lists as they are approved for the lists. New additions will wait one complete rotation of either list before being called out.

(f) An Occasional Teacher who is on a half day long term assignment shall remain active on the Casual Master List for the other half day.

(g) At the end of each school year, the allocator will record the name of the last teacher called out so the next teacher is called out for the first assignment in September.

(h) Occasional Teachers may be requested to substitute in a class where there is an identified special needs child as approved by the Director or designate responsible for Occasional Teachers. Occasional Teachers may be called outside the order of numerical rotation. Where so assigned these Occasional Teachers will be skipped in the next subsequent rotation.

11.03 The following provisions apply to Occasional Teachers teaching outside of the city of Sault Ste. Marie:

(i) Each school will establish a Call out List for their own school and the school principal/allocator will call out Occasional Teachers as needed. An Occasional Teacher may be on a list for more than one school at a time.

11.04 To be eligible for placement on the Occasional Teachers' List(s) the Occasional Teacher shall hold a Certificate of Qualification, Letter of Standing, or Letter of Eligibility from the Ministry of Education and be in "good standing" with the Ontario College of Teachers.

- 11.05 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification and all specified documentation as required by the Board.
- 11.06 Occasional Teachers already on the Occasional Teachers' Lists shall, prior to their placement on the Occasional Teachers' Lists for the following year, inform the Director or designate responsible for Occasional Teachers between May 1st and June 30th of each year in writing of:
- (a) availability for call out (casual and long term),
 - (b) conditions to be considered for assignment (casual and long term),
 - (c) change of address and/or telephone number.
- 11.07 All casual and long term occasional assignments in a given year shall be distributed to as many Occasional Teachers as possible providing the Occasional Teachers have the proper qualifications.
- 11.08 (a) An Occasional Teacher who refuses three or more assignments within twenty (20) school days and does not provide a reason acceptable to the Board for each of the three refusals shall be deemed to have resigned from the List and will be so notified.
- (b) The Occasional Teaching Assignment Allocator shall specify the school and at the elementary level the grade and at the secondary level the subject(s) and grade(s) with regard to the assignment before the Occasional Teacher responds.
- Every effort will be made to communicate clearly the full scope of the assignment to the Occasional Teacher to allow for an informed refusal.
- (c) Notwithstanding the above, an emergency may arise whereby a principal may vary the assignment as deemed necessary.
- 11.09 An Occasional Teacher who cannot be contacted or who does not respond to calls and/or messages left on an answering machine for an assignment during a period of twenty (20) days, shall be deemed to have resigned from the List and will be so notified.
- 11.10 The written record of the Occasional Teaching Assignment Allocator or School Principal shall be conclusive evidence as to whether an Occasional Teacher was called out for an assignment and whether or not the Occasional Teacher accepted or rejected the assignment. When the Occasional Teacher disputes the evidence of the allocator or school principal the teachers shall be entitled to provide in writing to the Superintendent his/her comments.
- 11.11 Occasional Teachers shall notify the Board in writing of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 11.12 Any redundant statutory teachers from the local O.E.C.T.A unit who apply by June 30th will

be added to the bottom of both Casual Master and Long Term Lists.

- 11.13 (a) The Occasional Teacher should not be responsible for supervision duties prior to the beginning of their assignment on the first day of the assignment. The principal may switch the assignment in order to give the Occasional Teacher an opportunity to prepare.
- (b) A scheduled interval between classes for lunch break for Occasional Teachers shall not be less than 40 consecutive minutes.
- (c) An Occasional Teacher assigned ½ day class shall not be required to do any supervision at lunch time.

ARTICLE 12: JOB POSTING

- 12.01 An Occasional Teacher desiring a full-time or part-time teaching position shall submit applications to the Director/designate for each year in which the Occasional Teacher wishes to be considered for such employment.
- 12.02 All occasional teachers who are qualified for the assignment may be given consideration for full or part-time teaching positions.

ARTICLE 13: METHOD OF PAYMENT

- 13.01 (i) A Casual and a Long-Term Occasional Teacher, employed by the Board, shall be paid on a daily rate for the number of days worked.
- (ii) A Casual Occasional Teacher shall be paid a daily rate of:
- Effective September 1, 2001 - 1/194 of OECTA Grid, Category A1, Step 0
For September 1, 2001 this amount will be \$162.55.
- 13.02 (i) A Long-Term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board's Teachers. Category placement on the grid will be determined in accordance with Q.E.C.O. Programme 5. The grid shall be in accordance with the Long-Term Occasional Teacher's recognized teaching experience and category placement. Payment of the Teachers' salary grid shall be retroactive to the first day of the Long-Term Occasional assignment.
- (ii) "Recognized Teaching Experience" for the purpose of 13.02(i) above shall mean previous qualified teaching experience recognized by the Board.
- (iii) It shall be the responsibility of the Long-Term Occasional Teacher to provide the Board with his/her Qualification Rating Statement and the necessary supporting documents prior to the completion of their long-term assignment.
- (iv) An Occasional Teacher on a Long-Term assignment shall be paid one (1) day at the daily Casual Occasional Teacher rate for observation and preparation prior to the

commencement of his/her assignment.

13.03 All Occasional Teachers shall be paid bi-weekly.

13.04 (a) When all or some of the schools are closed for any reason deemed necessary by the Director or designate, and this announcement is made during the regular teaching hours, Occasional Teachers on a Long-Term assignment shall not be required to remain at school after all the students have been dismissed and have left the school property.

(b) When all or some of the schools are closed for any reason deemed necessary by the Director, and this announcement is made prior to the beginning of classes, Occasional Teachers on a Long-Term assignment shall not be affected and no sick leave benefits shall be deducted, except for those Occasional Teachers on a Long-Term assignment who were absent both on the day prior to the closing of the schools, and on the day immediately following the resumption of regular classes.

ARTICLE 14: QUALIFICATIONS FOR LONG-TERM OCCASIONAL TEACHERS

14.01 (a) The successful completion of each Catechetical Summer Course sponsored by the O.E.C.T.A. and the O.C.S.T.A. shall be considered as one point for advancement from one category to another.

(b) The successful completion of one or more Religious Education Courses taken at Algoma College during the summer or fall of 1973 shall be considered as one point for advancement from one category to another (one point equals one course).

ARTICLE 15: EXPERIENCE

15.01 (a) When Occasional Teachers are hired they shall be credited only with qualified experience whether they taught in Ontario or elsewhere.

(b) Occasional teaching experience with this Board shall be recognized as teaching experience. One hundred and seventy (170) work days shall constitute one year of experience effective September 1, 1992 with no retroactivity prior to this date. Eighty-five (85) work days shall constitute one-half (1/2) year of experience.

(c) It shall be the responsibility of the Occasional Teachers to furnish to the Board signed statements from previous employers of all teaching experience outside the Board.

(d) Experience shall be credited as of September 1st annually. No change in salary for experience shall be paid before the following September 1st.

15.02 Occasional Teachers who have been teaching with the Huron - Superior Catholic District School Board prior to receiving a basic Ontario Ministry of Education & Training teaching certificate, upon receiving such certification, shall be recognized for half of their teaching experience which was acquired on a Letter of Permission.

15.03 The salary paid to a Long Term Occasional Teacher shall be based on courses passed and qualifications thereby obtained.

- (i) Where the courses required for improved qualifications are completed after January 1st and before September 1st and evidence of such improved qualifications is presented to the Board office by the following December 31st, the increased salary shall become effective September 1st. Payments made for such teaching certificates received after September 1st shall be paid retroactive to that date.
- (ii) Where the courses required for improved qualifications are completed after August 31st and before December 31st, the increased salary rate shall become effective January 1st once evidence of such improved qualifications is presented. Evidence must be presented before April 30th.
- (iii) It is the responsibility of the Occasional Teacher to notify the Board in writing with documented evidence to obtain category change. This should be done immediately upon receipt of such evidence.

ARTICLE 16: REPORTING PAY

16.01 If an Occasional Teacher reports for an assignment and the assignment is not available, the Occasional Teacher shall be guaranteed pay for one-half day and shall be assigned duties by the principal of the school

- (i) for such half-day at the elementary level, and,
- (ii) either two consecutive periods at the secondary level when on a four period timetable, or, three consecutive periods(am) or two consecutive periods (pm) when on a five period timetable.

A casual Occasional Teacher who reports on a call-out error shall be offered the next available casual occasional teaching assignment for which the Occasional Teacher is qualified.

ARTICLE 17: PROFESSIONAL DEVELOPMENT DAYS

17.01 A Long-Term Occasional Teacher shall receive payment for a Professional Development Day provided such day is held when the Long-Term Occasional Teacher would be otherwise scheduled to teach and provided the Long-Term Occasional Teacher takes part in the Professional Development activities.

17.02 The Board shall invite all casual Occasional Teachers to participate in all Professional Development Days without pay. Upon request, principals shall provide Occasional Teachers with the Professional Development schedule.

17.03 The Board and the Association shall jointly provide Occasional Teachers with an annual in-service training day. An officer of the Association will work with the Director or designate responsible for Occasional Teachers in the planning of the days activities. The in-service training day will be held on a regular Professional Activity Day and an Occasional Teacher's attendance at the in-service training will be voluntary and without pay.

17.04 A Casual Occasional Teacher who is on an assignment the teaching day before and the teaching day after a Professional Development Day shall be paid for said Professional

Development Day provided the Occasional Teacher is requested to take part in the Professional Development Day activities.

ARTICLE 18: TRAVEL ALLOWANCE

18.01 The existing Board travel allowance shall be paid to an Occasional Teacher replacing an itinerant teacher.

ARTICLE 19: BOARD/ASSOCIATION MEETINGS

19.01 The two (2) Negotiation Committees shall meet periodically, but not more often than quarterly, except by mutual consent, to discuss matters of concern regarding the collective agreement. The Association and the Board shall provide a proposed agenda with any request for such a meeting.

ARTICLE 20: DURATION OF AGREEMENT

20.01 Save as otherwise set out, this Agreement shall become effective on the day of signing and shall remain in effect until the 31st day of August, 2004 and from year to year thereafter. Either party hereto may give written notice to the other party within the month of January in the year in which the Agreement expires of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within thirty (30) days of notification.

20.02 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

ARTICLE 21: DISTRIBUTION OF AGREEMENT

21.01 The Board shall print and distribute copies of this agreement to all the Occasional Teachers in its employ and the cost shall be shared equally by both parties.

ARTICLE 22: STRIKES AND LOCKOUTS

22.01 The Association agrees that there shall be no strike, slow down, work stoppage, either complete or partial, or other interruption or interference with operations during the term of this agreement. The Association agrees that, if any such action takes place, it shall repudiate it forthwith and require the Occasional Teacher(s) to return to work. The Board agrees that there shall be no lock-out by it during the term of the agreement.

IN WITNESS WHEREOF the Board and the Association have caused this Agreement to be signed in their respective names by their duly authorized representatives as of this ____ day of _____, 2001 at Sault Ste. Marie, Ontario.

Signed on behalf of the Board:

Signed on behalf of the Association:
