

COLLECTIVE AGREEMENT

Between

ALGOMA DISTRICT SCHOOL BOARD

(hereinafter referred to as “the Board”)

and

ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
Algoma District Occasional Teachers’ Branch

(hereinafter referred to as “the Union”)

September 1, 2003 to August 31, 2004

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ARTICLE 1 – PURPOSE:

- 1.1 It is the purpose and intent of the parties to set forth terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.
- 1.2 Any amendments, deletions or additions to or in the clauses shall be made only by mutual consent of the parties in writing.
- 1.3 Both parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- 1.4 Where legislative changes are made which directly affect any provisions of this agreement, upon request of either party, a meeting will be held to discuss clarification of the implications of legislative changes.
- 1.5 For the purposes of administering this Agreement, geographic areas of the Board shall be defined as any worksites within the geographic areas covered by the following predecessor school boards: Central Algoma, Chapleau, Hornepayne, Michipicoten, North Shore and Sault Ste. Marie.

ARTICLE 2 – RECOGNITION:

- 2.1 The employer, being the Algoma 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 authorized to negotiate on behalf of all Occasional Teachers employed by the Board in its elementary panel including persons who are not certified to teach but may be used by the Board pursuant to Regulation 298.

Part-time permanent or part-time probationary teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this agreement in respect of the portion relative to such occasional teaching employment.

- 2.2 All new Occasional Teachers shall join the Union and remain members in good standing.

ARTICLE 3 – DEFINITIONS:

- 3.1 “Occasional Teacher” shall mean an “occasional teacher” as defined in the Education Act and may include a person employed as an occasional teacher pursuant to Regulation 298.

- 3.2 Long-term Occasional Teacher: A long term Occasional Teacher shall mean a teacher employed by the Board to teach for a period of fifteen (15) or more consecutive teaching days as a replacement for the same teacher.
- 3.3 Short-term Occasional Teacher: A Short-term Occasional Teacher shall mean an Occasional Teacher who is not a Long-term Occasional Teacher.
- 3.4 Uncertified Occasional Teacher: An “Uncertified Occasional Teacher” shall mean a person who does not hold a valid Ontario Teacher’s Certificate or equivalent standing who is employed by the Board in accordance with the Education Act and Regulation 298.

All such individuals shall, as a condition of employment, pay Union dues relative to any time worked under this collective agreement as an Uncertified Occasional Teacher and shall remain members of the Union in good standing for the duration of their employment under this collective agreement.

- 3.5 Where the context so requires, the singular shall include the plural and the masculine shall include the feminine.
- 3.6 Definitions of Communities:

- Community A - Sault Ste. Marie (including the following schools:
Mountain View, Aweres)
- Community B – Bruce Mines, Thessalon
- Community C – Chapleau
- Community D – Desbarats, Echo Bay, St. Joseph Island, Laird Central
- Community E – Elliot Lake
- Community F - Iron Bridge, Blind River, Serpent River Spanish
- Community G – Michipicoten
- Community H - Hornepayne

ARTICLE 4 – MANAGEMENT RIGHTS:

- 4.1 The Board retains the rights of management except as expressly limited by this Collective Agreement, including but not restricted to:
 - a) the right to hire, assign, appoint, discipline, discharge, classify, transfer, suspend or lay off occasional teachers. A long term occasional teacher shall serve a non-grievable probationary period of ninety (90) teaching days in up to six (6) long term assignments. Once an individual has completed their probationary period they shall not be disciplined or discharged except for just cause. No long term occasional work which occurred prior to the date of ratification of this collective agreement shall be counted towards an individual’s probationary period; and

- b) the right to make, alter from time to time, and enforce practices and procedures, rules and regulations to be observed by occasional teachers; and
- c) the right to determine, implement and evaluate the qualifications for the duties and responsibilities of positions; and
- d) the right to operate the schools in accordance with the Education Act of Ontario and the laws of Ontario and the right to require all occasional teachers to comply with same.

ARTICLE 5 – STRIKES AND LOCKOUT:

- 5.1 There shall be no strike or lockout during the term of this agreement. The terms “strike” and “lockout” shall be as defined by the Ontario Labour Relations Act.

ARTICLE 6 – QUALIFICATIONS:

- 6.1 An Occasional Teacher is certified to teach if they hold appropriate documentation as determined by the Ontario College of Teachers and the Acts and Regulations.
- 6.2 Time worked as a Short-term Occasional Teacher shall not count towards any probationary period.

ARTICLE 7 – UNION DUES AND ASSESSMENTS:

- 7.1 The Board shall deduct for every pay period and for each member covered by this collective agreement, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the ETFO within thirty (30) days of the dues being deducted. The Union shall notify the Board from time to time, of the amount of such dues and assessments. Such notice shall be given to the Board, in writing, at least thirty (30) calendar days prior to the effective date of change.
 - a. The payment shall be accompanied by the dues submission list showing the names, addresses, wages earned, dues and assessments deducted and the number of days worked for each occasional teacher from whose wages the deductions have been made.
 - b. The current address of ETFO is Suite 1000, 480 University Avenue, Toronto, Ontario, M5G 1V2.

- c. The Union shall inform the Board of any changes in address for ETFO.
- 7.2 The member, the Bargaining Unit and ETFO 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 deductions authorized by ETFO and/or the Bargaining Unit.

ARTICLE 8 – UNION REPRESENTATION:

- 8.1 The Union shall notify the Board of the names of persons elected to office in the Union and of persons authorized by the Union to represent occasional teachers on behalf of the Union.
- 8.2 The Board recognizes the right of the Union to select a Negotiating Committee from the bargaining unit plus provincial ETFO representation. The Board agrees to recognize said committee for negotiating purposes during the term of this agreement.
- The Union recognizes the right of the Board to select a Negotiating Committee. The Union agrees to recognize said committee for negotiating purposes during the term of this agreement.
- 8.3 The Union shall notify the Board of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.
- The Board shall notify the Union of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.
- 8.4 The Board recognizes the right of an occasional teacher to be represented by a Union representative at any disciplinary meeting should the occasional teacher so desire.
- 8.5 The Board shall provide to the Union space on the ETFO bulletin board for teachers in each elementary school for the posting of notices which may be of interest to occasional teachers, providing there is space available in a place not visible to the students or the general public.
- 8.6 The Union shall be allowed to carry out Union business on the Board’s premises outside of regular school hours subject to prior permission from the Principal of the school and the appropriate Superintendent of Education.

ARTICLE 9 – METHOD OF PAYMENT:

- 9.1 Occasional Teachers shall be paid on a bi-weekly pay schedule, as determined by the Board.
- 9.2 Where a payday falls on a statutory holiday, the Board shall pay Occasional Teachers on the last regular banking day prior to the statutory holiday.
- 9.3 In the event of an overpayment of salary, the parties agree that the amount of over payment shall be repaid to the Board forthwith, unless some other mutually acceptable schedule of repayment is arranged with the Board, by the Occasional Teacher.
- 9.4 In the event of an underpayment of salary by the Board, the parties agree that the amount of underpayment shall be paid to the Occasional Teacher as soon as practical on the nearest regularly scheduled pay date.
- 9.5 The Board shall provide direct deposit of salary for all Occasional Teachers covered by this collective agreement to a bank or credit union within the jurisdictional area of the Board, according to the Occasional Teacher’s choice. The onus shall be on the Occasional Teacher to provide the Board with the necessary banking information in a timely fashion in order that the Occasional Teacher may be paid.
- 9.6 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and shall be mailed to the home address of the occasional teacher.
- 9.7 The Record of Employment certificates for occasional teachers will be issued as soon as possible, on request.

ARTICLE 10 – RATE OF PAY:

- 10.1 Short-term occasional teachers will be paid the following daily rate:
 - Uncertified teachers: \$110.00 per day
 - Certified teachers without a degree \$138.00 (subject to letter of understanding)
 - Certified teachers with a degree: 1/194 of Elementary Teachers’ Grid at A1 Step 0.
- 10.2 Qualified occasional teachers will, on the 15th consecutive day of continuous employment in a single assignment be paid, subject to Qualifications and Experience Article, in accordance with the current salary grid of the Collective Agreement in effect between the Board and ETFO representing elementary teachers, retroactive to the first day of continuous employment.

- 10.3 All wages outlined in 10.1 and 10.2 shall be deemed to include vacation pay and any statutory holiday pay.
- 10.4 Occasional teachers shall be paid for only those days upon which they are required to work by the Board.
- 10.5 Remuneration paid to occasional teachers will be pro-rated for assignments to positions on less than a full-time basis, but in no circumstances will a short-term occasional teacher be paid for less than one-half (1/2) day.

ARTICLE 11 – PROFESSIONAL ACTIVITY DEVELOPMENT DAYS & BOARD HOLIDAYS:

- 11.1 The Board shall provide information to the Union about the professional development activities provided by the Board.
- 11.2 When a Professional Activity Day falls in the midst of long-term Occasional Teacher’s assignment, the Board shall have full discretion whether the long-term Occasional Teacher works that day. If the Board does not require the long-term Occasional Teacher to attend that day this will not be considered a break in service to a long-term Occasional Teacher’s assignment.
- 11.3 Where a Long-term Occasional Teacher is required to work on a Professional Activity Day, the member shall be paid for the day.
- 11.4 Occasional Teachers shall not be paid for Board holidays, as designated on the Official School Year Calendar.

A Board holiday will not be considered a break in service for a long-term occasional teaching assignment.
- 11.5 An Occasional Teacher shall, upon request, on a voluntary basis, without pay, have access to a school’s In-Service Program with the permission of the Principal, and access to Board wide Professional Activities with the permission of the Superintendent.

ARTICLE 12 – VERIFICATION OF QUALIFICATIONS AND EXPERIENCE:

12. Qualifications:

Long Term occasional teachers shall be paid based upon the following effective September 1, 2003:

- a) It shall be the responsibility of the occasional teacher to provide the Board with the QECO Evaluation and any supporting documents at the time of hiring or as soon as possible thereafter.
- b) The placement of members with long term occasional teaching assignments shall be determined in accordance with QECO Programme 3, 4, or 5.
- c) The only QECO evaluation statements acceptable for verification of category placement are:
 - QECO Statements of Evaluation, or
 - Student Evaluation Letters as described below when accompanied by a valid Certificate of Qualification from the Ontario College of Teachers for teaching credentials earned in Ontario, or
 - QECO Letters of Evaluation for Teachers on Interim Certificates of Qualification based on Teaching Credentials earned out of Province. Salary placement based upon this documentation will be effective for the duration of the long term placement only, but not to exceed twelve (12) months from the date of appointment.
- d) QECO Student Evaluation Letters and Letters of Evaluation must state, "This Letter of Evaluation has the force of a Statement of Evaluation, when accompanied by a valid Certificate of Qualification from the Ontario College of Teachers".
- e) The Board will recognize during any school year to January 31st, inclusive, or within five (5) months of the date of first appointment, should it be later than the beginning of the school year, the evaluation statement which makes the member eligible for higher salary retroactive to the beginning of the school year, or later date of first appointment, provided that the member has completed educational responsibilities and requirements for upgrading prior to September 30th.

Experience:

- a) Previous full time teaching experience as a certified teacher in or outside of Ontario in elementary or secondary schools will be recognized at a one to one ratio to June 30th of the preceding school year.
- b) For part-time or occasional teaching experience as a certified teacher with this Board or any other School Board, the Board will recognize for each

twenty (20) days of teaching, one month of experience pro-rated for part-time assignments, up to June 30th of the preceding school year.

- c) Recognition of experience shall not have the effect of a total salary for any member that would pierce the maximum annual salary for the appropriate category level or grid.
- d) Proof of all teaching experience must be certified by the Board with which the experience was gained and be submitted in a manner acceptable to the Algoma District School Board.

ARTICLE 13 - OCCASIONAL TEACHERS' LIST(S):

- 13.1 The Board will establish and maintain a list of occasional teachers by community.

An Occasional Teacher must be qualified to teach in Ontario and be registered with the Ontario College of Teachers to be eligible for inclusion on the Occasional Teachers' List (s).

- 13.2 The Board will employ only certified Occasional Teachers to replace teachers who are absent, unless no certified Occasional Teacher is available.

Only those Occasional Teachers whose names are on the list shall be called for occasional assignments provided they have the necessary qualifications.

- 13.3 The Board shall have the right to add to the Occasional Teacher List(s) and provide ETFO with monthly updated lists.

- 13.4 The List(s) shall be divided according to communities and shall include the following information for each occasional teacher: full name, telephone number, subject/division/grades that the Occasional Teacher is qualified to teach, communities in which the occasional teacher is available, special time considerations relevant to the occasional teacher's availability. It is understood that an occasional teacher can be on the list of more than one community.

- 13.5 It shall be the responsibility of each occasional teacher to notify the appropriate superintendent, in writing (on a form available in the schools), by June 15th of each year of their desire to remain on the Occasional Teachers' List(s) for the following school year and of the communities in which they will be available.

- 13.6 It shall be the responsibility of each occasional teacher to notify, in writing, the appropriate Superintendent of any changes to the occasional teacher's address and telephone number and to ensure that the Board has on file, at all times, their current address and telephone number.

13.7 It shall be the responsibility of each occasional teacher to notify, in writing, the appropriate Superintendent of any changes to the occasional teacher's qualifications and to provide documentation thereof.

13.8 On or about October 30th, the Board will provide the Union with the addresses and telephone numbers of all occasional teachers on the Board's list(s). The Union shall be notified of any amendments.

The occasional teacher, the bargaining unit and ETFO, as the case may be shall indemnify and save the Board harmless from any and all complaints, claims, suits, attachments and any form of liability associated with release of such information to the union.

13.9 An occasional teacher's name shall be removed from the list(s) for the following reasons:

- i) the occasional teacher asks, in writing, to have their name removed from the list(s);
- ii) the occasional teacher fails to provide or update their current address and telephone number;
- iii) the occasional teacher fails to submit notice, in writing, on the appropriate form by June 15th, of their intent to be available for the following school year;
- iv) the occasional teacher continually refuses assignments or is continually not available;
- v) the occasional teacher is removed for Just Cause.

13.10 Any occasional teacher removed from the list for i), ii), iii), iv), v), above will be informed in writing within ten (10) school days.

13.11 With the approval of the appropriate Superintendent an occasional teacher may be granted a leave of absence from the Algoma District School Board list(s) to accept a Long-term Occasional assignment with another Board.

ARTICLE 14 – CALLING OF OCCASIONAL TEACHERS FOR SHORT-TERM OCCASIONAL TEACHING ASSIGNMENT:

14.1 An occasional teacher shall indicate on the form they submit each June, the community(ies) in which the occasional teacher will be available to work.

14.2 In all communities, except Sault Ste. Marie, the Board will call occasional teachers, having regard to the qualifications of the occasional teacher.

- 14.3 In the Community of Sault Ste. Marie, the Board may establish up to three “pods” based on the areas of the city.
- i) The Board will assign approximately equal numbers of occasional teachers to each “pod”.
 - ii) Occasional teachers in each “pod” will be called out in rotation, subject to required qualifications.
 - iii) In emergencies, occasional teachers from one pod may be assigned to another pod as required.
 - iv) Where the occasional teacher next on the list to be called out is not qualified, or is not available for the assignment, the next name on the list will be called.
 - v) Occasional Teachers will rotate to a different “pod” every five school months.

ARTICLE 15 – TEACHING ASSIGNMENTS:

- 15.1 When the Board knows in advance that Long-term Occasional Teaching positions are going to be at least sixty (60) days in duration, the Board agrees to post the positions on the ETFO bulletin board in each elementary school/workplace and on the Algoma Board website by grade and/or subject for a period of five (5) calendar days. Notice of such vacancy will be provided to the Local Bargaining Unit President.
- 15.2 A copy of the notice of vacancy will be sent to each elementary school for posting.
- 15.3 Should there be no qualified candidates on the Occasional Teachers’ list willing to accept such a position, the Board may advertise externally.
- 15.4 Short-term Occasional Teaching positions which become Long-term Occasional Teaching positions shall not be considered as job vacancies for the purpose of this Article.

ARTICLE 16 – PREGNANCY AND PARENTAL LEAVE:

- 16.1 An occasional teacher is entitled to an unpaid Pregnancy or Parental Leave of absence as provided for in the Employment Standards Act.

ARTICLE 17 – BEREAVEMENT:

17.1 Bereavement Leave

- a) Bereavement leave shall be granted without loss of pay or sick leave credits to long-term occasional teachers for the following:
 - i) For the funeral of a long-term occasional teacher's father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, grandparent of employee or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.
- b) Bereavement leave for those situations covered under this Article will be provided as follows:
 - i) Within a distance of one hundred and fifty (150) km of the long-term occasional teacher's principal residence to a maximum of three working or school days.

Notwithstanding the above, when a death occurs in a long-term occasional teacher's immediate family (father, mother, brother, sister, spouse, common law, or same sex partner, child, guardian, mother-in-law, father-in-law), the long term occasional teacher may be granted an additional two days upon request to the Superintendent.

- ii) For greater distances – to a maximum of five school days.

ARTICLE 18 – EDUCATIONAL EXAMINATION LEAVE:

- 18.1 On application through the Principal, a long-term occasional teacher shall be granted a leave of absence for one day per school year for the purpose of the writing of an educational examination that provides for the advancement of the long-term occasional teacher's academic or professional qualifications and education. Such leave of absence shall be with no loss of pay and shall be for the day of the examination only.

ARTICLE 19 – COURT ATTENDANCE/JURY DUTY:

- 19.1 a) A long-term occasional teacher required by subpoena to appear as a witness in a court case shall be granted a leave of absence with pay and no loss to sick leave.

- b) A long-term occasional teacher who is subpoenaed to appear as a witness in a court case and who is a party to the action will be granted a leave of absence without pay.
- 19.2
- a) A long-term occasional teacher required to serve on a jury shall be granted a leave of absence with pay and no loss to sick leave for the period requested by the court.
 - b) All pay, excluding travel, meal and accommodation expenses received from the court for such appearances shall be returned to the Board.

ARTICLE 20 – POST SECONDARY GRADUATION LEAVE:

- 20.1 Post Secondary graduation leave will be granted to a long-term occasional teacher with no loss of pay to attend the long-term occasional teacher’s convocation from a certified and recognized post secondary institution, upon application to the Manager of Human Resources. Such leave shall be for the day of the graduation only and shall be limited to one day.

ARTICLE 21 – VOLUNTARY LEAVE OF ABSENCE:

- 21.1 An occasional teacher may be granted a leave of absence for one (1) school year or part of a school year. The occasional teacher’s name will be removed from the occasional teacher list for the period of the leave and will be added to the list upon termination of the leave at the request of the occasional teacher.
- 21.2 Any teacher electing not to return upon expiration of the leave shall be deemed to have resigned from the Board’s employ and will be removed from the Occasional Teachers’ List.

ARTICLE 22 – SICK LEAVE:

- 22.1 A long-term occasional teacher shall be granted two (2) days sick leave credit for every twenty (20) teaching days for the portion of long-term occasional assignment which occurs after sixty (60) teaching days in the same long-term occasional assignment.
- 22.2 Sick leave shall not be accumulated from assignment to assignment unless the next long-term assignment occurs within five (5) days of the previous long term assignment.
- 22.3 The purpose of sick leave shall be for absences related to a long-term occasional teacher’s illness or dental condition(s).

- 22.4 The sick leave credits shall be reduced by one day for each day of absence. A fraction of a day used shall be taken to the next higher half day.
- 22.5 No sick leave days will be credited to long-term occasional teachers on leave of absence, or on strike or lockout or withdrawal of services.
- 22.6 A part-time long-term occasional teacher shall receive and be deducted for sick days on a pro rata basis in accordance with their teaching assignment;
- 22.7 All medical absences which exceed five (5) consecutive school days may require documentation acceptable to the Board upon return.
- 22.8 The Board, at their expense, reserves the right to require a long-term occasional teacher to obtain a certificate from a doctor named by the Board regardless of the duration of the illness.

ARTICLE 23 – BENEFITS:

- 23.1 A long-term occasional teacher whose placement is known to be more than sixty (60) teaching days in any long-term assignment, may, after fifteen (15) teaching days in that single long-term assignment, purchase Extended Health and Dental Insurance in the Elementary Teachers’ Plans available from the Board’s insurer.
- 23.2 The Board is not the insurer of employee benefits. The terms and eligibility criteria of the insurer’s contract shall prevail at all times.
- 23.3 Such participation in the Board plan shall be for the duration of the long-term occasional assignment only and the employee will be removed from the plan at the end of the assignment.

ARTICLE 24 – WORKING CONDITIONS:

- 24.1 Hours of work for Occasional Teachers shall be the same as those for regular classroom teachers.
- 24.2 The Board shall provide each occasional teacher with an uninterrupted period for lunch, free from duty and travel, of at least forty (40) minutes per day.
- 24.3 The school shall provide the following in-school information to Occasional Teachers; a timetable for the Occasional Teacher’s assignment (including supervision periods); an up-to-date class list; a copy of the school’s Code of Conduct; a list of students with special health-related or other needs.

- 24.4 An Occasional Teacher who is assigned duties at two or more locations on the same day shall be provided with adequate time to travel between the locations.
- 24.5 An Occasional Teacher who is required to travel between schools as part of their occasional assignment shall be paid for such travel according to Board policy.
- 24.6 An Occasional Teacher who is called for an assignment who reports to work and finds that his/her services are not required shall be paid a half-day's pay for reporting for duty.
- 24.7 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he/she arrives within a reasonable time of receiving such a late request.
- 24.8 In the event of an emergency closure of a school or early dismissal for weather-related reasons, an Occasional Teacher on assignment in the school, shall be paid as follows:

a) If the closure or dismissal occurs prior to the lunch break, the Occasional Teacher shall receive one-half (1/2) day's pay;

b) If the closure or dismissal occurs after the lunch break, the Occasional Teacher shall receive one (1) full day's pay.

Notwithstanding the above, Occasional Teachers shall be required to remain at the school as required by the Principal.

ARTICLE 25 – MEDICAL PROCEDURES:

- 25.1 It shall not be the duty of an Occasional Teacher to undertake any medical procedures for any pupils.

ARTICLE 26 – EVALUATIONS:

- 26.1 Only supervisory officers, elementary principals and vice-principals shall evaluate an occasional teacher's competence.

ARTICLE 27 – RESIGNATION FROM EMPLOYMENT:

- 27.1 A teacher on the Occasional Teacher's list shall be required to provide the Board with two (2) weeks written notice of the Occasional Teacher's intent to resign. In the event an Occasional Teacher signs a contract with another Board, he/she will be required to resign from the list within two (2) school days.

- 27.2 Notwithstanding the above, an Occasional Teacher employed in a long-term occasional position shall be required to provide the Board with four (4) weeks written notice of the Occasional Teacher's intent to resign.
- 27.3 Nothing herein prevents an Occasional Teacher and the Board from mutually agreeing to the Occasional Teacher's resignation at any time.

ARTICLE 28 – ACCESS TO INFORMATION:

- 28.1 An Occasional Teacher will have access to their own personnel file upon request during normal office hours and in the presence of a Board designated representative.
- 28.2 The Occasional Teacher will have the right to make copies of any material contained in such file or an Occasional Teacher may designate in writing, an Occasional Teacher from the Bargaining Unit to view or copy the file on behalf of the Occasional Teacher.
- 28.3 The member may be charged reasonable costs for said copies at the discretion of the Manager of Human Resources.
- 28.4 The Occasional Teacher may be accompanied by one other person who shall have access to the information contained in the file.
- 28.5 Nothing adverse shall be inserted into an Occasional Teacher's personnel file without copies being sent to the Occasional Teacher by registered mail. The Occasional Teacher has the right to request removal of adverse materials from their file. In the event that the Board does not approve the removal of adverse materials on their request, the Occasional Teacher may insert a statement of objection into the file.
- 28.6 The Board has the right to refuse frivolous or vexatious requests with respect to access.

ARTICLE 29 – CORRESPONDENCE:

- 29.1 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

ARTICLE 30 – COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION:

- 30.1 Each Occasional Teacher of the bargaining unit shall be provided with a copy of this collective agreement at shared expense between the Board and the Union, within ninety (90) days of the signing of the agreement.
- 30.2 Each applicant, when accepted for employment, shall be provided with a copy of this collective agreement at shared expense between the Board and the Union.

ARTICLE 31 – GRIEVANCE AND ARBITRATION:

General:

- 31.1 A grievance shall be defined as a matter arising from the interpretation, administration of alleged contravention of this Agreement.
- 31.2 For the purpose of this Article participation by teleconference shall be deemed to constitute attendance at a meeting.

31.3 Individual Grievance:

a) Informal Step

- i) If an Occasional Teacher(s) feels there has been a contravention of the collective agreement, the Occasional Teacher(s) shall first seek remedy through an informal meeting with the principal or immediate supervisor. The Occasional Teacher(s) may have Bargaining Unit representation present at said meeting, should the Occasional Teacher so desire.
- ii) The Occasional Teacher must discuss the alleged contravention with the principal or immediate supervisor within fifteen (15) school days of the alleged contravention.

b) Step 1

- i) If the informal discussion does not result in a resolution, the Bargaining Unit, on behalf of the Occasional Teacher(s) may file a written grievance with the appropriate Superintendent of Education (with a copy to the principal or immediate supervisor and the Manager or Human Resources) within ten (10) school days of the informal meeting with the principal or immediate supervisor.
- ii) Such written grievance shall contain:

- a) a description of how the alleged dispute is in violation of the collective agreement including the relevant Article number(s); and
 - b) a statement of the fact(s) to support such a grievance; and
 - c) the relief sought; and
 - d) the signature of the duly authorized official of the Bargaining Unit and the Occasional Teacher(s) concerned.
 - iii) The Superintendent or designate shall respond in writing to the grievance within ten (10) school days.
- c) Step 2:
- i) If the grievance is not resolved at Step 1, the Bargaining Unit may within ten (10) school days from the date of receipt of the reply of the Superintendent or designate, submit the grievance to the Director.
 - ii) The Bargaining Unit shall be notified in writing of the answer of the Director with ten (10) school days from the date of the receipt of the grievance at Step 2.
 - iii) If the reply of the Director is unacceptable to the Bargaining Unit, the Bargaining Unit shall advise the Board of their position within ten (10) school days from the date of receipt of the reply.
- d)
- i) Time restrictions are mandatory but may be extended if mutually agreed upon at any step in this process. Consent to extend the time restrictions will not be unreasonably withheld.
 - ii) The failure of one party to comply with the time allowance of any agreed upon extension shall result in the grievance being progressed to the next step.

31.4 Policy Grievance (Bargaining Unit or Board Initiated):

a) Informal Step

- i) The party alleging contravention of the collective agreement shall first attempt to resolve the matter by informal discussion with either the appropriate Superintendent or duly authorized representative of the Bargaining Unit as the case may be.
- ii) Such a meeting shall occur within fifteen (15) school days of the date of the alleged contravention of the agreement.

b) Step 1

- i) In the event that informal discussion did not result in a resolution to the matter, the party wishing to file the grievance shall do so in writing to either the Director or the Bargaining Unit President, as the case may be, within ten (10) school days of the informal meeting.
- ii) Such written grievance shall contain:
 - a) A description of how the alleged dispute is in violation of the collective agreement, including the relevant Article number(s); and
 - b) A statement of the fact to support such a grievance; and
 - c) The relief sought; and
 - d) The signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be.
- iii) The Director or President of the Bargaining Unit, as the case may be, shall respond in writing to the grievance within ten (10) school days of the receipt of the written grievance.

c) Step 2

If the reply of Step 1 is unacceptable to the grievor, the grievor shall then advise the other party of their position within ten (10) school days from the date of receipt of the reply of Step 1.

- d) i) Time restrictions are mandatory but may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld.
- ii) The failure of one party to comply with time allowances of any agreed upon extensions shall result in the grievance being progressed to the next step.

31.5 Alternative Forms of Grievance Mediation:

- a) At any time, following the Informal Step in the Grievance Procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using any form of Grievance Mediation the parties may find mutually acceptable. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached. The decision of

the Grievance Mediator shall not add to, delete from, modify or otherwise amend the provisions of this Agreement.

- b) The fees for the Grievance Mediator and any related expenses shall be shared equally by the parties.
- c) Each party shall pay the wages and expenses as well as related costs of their respective attendees, advisors and witnesses.

31.6 Arbitration:

- a) Either party desiring Arbitration shall notify the other party in writing of its desire to submit a grievance to Arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.
- b) The recipient of the notice shall within fifteen (15) school days inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.
- c) When two appointees are so selected they shall appoint a third person who shall be the Chair. This appointment shall be made within fifteen (15) working days.
- d) If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree up on a Chair within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon the request of either party.
- e) The single Arbitrator or the Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.
- f) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employees or employer affected by it.
- g) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs.
- h) The Arbitrator or Arbitration Board, as the case may be, shall not by their decision add to, delete from, modify or otherwise amend the provisions of this agreement.

- i) The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Each party shall pay the costs of its nominee to a Board of Arbitration where used.
- j) Upon mutual agreement, the grievor may submit the grievance to a single Arbitrator who shall have the same power as a Board of Arbitration.
- k) Prior to proceeding to Arbitration the parties may meet in an attempt to resolve the outstanding issues.

ARTICLE 32 – VALIDITY OF AGREEMENT:

- 32.1 In the event of any provisions of this Agreement being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated, but shall be amended so as to conform with the requirements of any such law.

The Union President and the Manager of Human Resources will have a meeting in order to revise the Collective Agreement to reflect the current law.

ARTICLE 33 – TERMS OF AGREEMENT:

33.1 This agreement shall be in force from September 1, 2003 to August 31, 2004, and shall continue from year-to-year thereafter, unless either party serves notice to renegotiate the terms of this agreement as provided herein.

33.2 Should legislation be passed during the life of this agreement which requires the amalgamation of this bargaining unit with the elementary teachers bargaining unit, the parties agree that the expiry date above shall be changed to coincide with the expiry date of the Elementary Teachers' Collective Agreement.

33.3 Either party to this collective agreement may, within the period of one-hundred-and eighty (180) calendar days, before the agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal with or without modifications, of the agreement or to the making of a new agreement.

Within fifteen (15) working days or receipt of notice to bargain by either party, the other party will make every effort to enter into negotiations for a renewal or revision of the agreement.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date: _____

LETTER OF UNDERSTANDING
Between
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(OCCASIONAL TEACHERS' BRANCH)
and
ALGOMA DISTRICT SCHOOL BOARD

The following individuals who are qualified teachers without a degree shall have their daily rate grandfathered for the life of this agreement or until such time as the collective agreement daily rate for Category A, exceeds the current rate. As of December 2, 2003, the current daily rate for these members is \$162.38:

Central Algoma Area:

Diane Adamson
Heather Collins
Suzanne Evoy
Lesley Ann Patterson
Sandra Williamson

Michipicoten Area:

Doreen Lindell
Myrna Henson

North Shore Area:

Solange Horton
Betty Hyndman
Hilary Kiernan
Frances Perkins
Doris Sanftenberg

For the Board

For the Union

Dated: _____