

Collective Agreement

Between

Algoma District School Board

and

Elementary Teacher's Federation
Of Ontario

Algoma District Occasional Teachers' Branch

Begins:

09/01/2004

Terminates:

08/31/2008

12464 (03)

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ARTICLE 1 PURPOSE..... 3
ARTICLE 2 RECOGNITION..... 3
ARTICLE 3 DEFINITIONS..... 3-4
ARTICLE 4 MANAGEMENT RIGHTS..... 4-5
ARTICLE 5 STRIKES AND LOCKOUT..... 5
ARTICLE 6 QUALIFICATIONS..... 5
ARTICLE 7 UNION DUES & ASSESSMENTS..... 5-6
ARTICLE 8 UNION REPRESENTATION..... 6
ARTICLE 9 METHOD OF PAYMENT..... 7
ARTICLE 10 RATE OF PAY..... 7-9
ARTICLE 11 PROFESSIONAL ACTIVITY DAYS & BOARD HOLIDAYS..... 9
ARTICLE 12 VERIFICATION OF QUALIFICATIONS & EXPERIENCE..... 9-10
ARTICLE 13 OCCASIONAL TEACHERS LIST(S)..... 11-12
ARTICLE 14 CALLING OF OCCASIONAL TEACHERS FOR SHORT-TERM
OCCASIONAL TEACHING ASSIGNMENT..... 12-13
ARTICLE 15 TEACHING ASSIGNMENTS..... 13
ARTICLE 16 PREGNANCY & PARENTAL LEAVE..... 13
ARTICLE 17 BEREAVEMENT..... 14
ARTICLE 18 EDUCATIONAL EXAMINATION LEAVE..... 14
ARTICLE 19 COURT ATTENDANCE/JURY DUTY..... 14-15
ARTICLE 20 POST SECONDARY GRADUATION LEAVE..... 15
ARTICLE 21 VOLUNTARY LEAVE OF ABSENCE..... 15
ARTICLE 22 SICK LEAVE..... 15-16
ARTICLE 23 BENEFITS..... 16
ARTICLE 24 WORKING CONDITIONS..... 16-17
ARTICLE 25 MEDICAL PROCEDURES..... 17
ARTICLE 26 EVALUATIONS..... 17
ARTICLE 27 RESIGNATION FROM EMPLOYMENT..... 18
ARTICLE 28 ACCESS TO INFORMATION..... 18
ARTICLE 29 CORRESPONDENCE..... 19
ARTICLE 30 COLLECTIVE AGREEMENT COPIES & UNION
INFORMATION..... 19
ARTICLE 31 GRIEVANCE & ARBITRATION..... 19-23
ARTICLE 32 VALIDITY OF AGREEMENT..... 23
ARTICLE 33 TERMS OF AGREEMENT..... 24
LETTERS OF UNDERSTANDING..... 25-28

12464(03)

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, **Noah** 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 ~~thirteen~~ (13) 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 fiver, 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 sixty-five (65) 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, e-mail **addresses** (where available), 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

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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.

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- 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 (% increase as in Elementary Teachers' collective agreement)
Certified teachers without a degree \$138.00 (**subject to letter** of understanding)
(% increase as in **Elementary** Teachers' collective agreement)

September 1, 2004 – 2%

September 1, 2005 – 2%

September 1, 2006 – 2%

February 1, 2007 – 1% (50% of the school year)

September 1, 2007 – 1.8%

February 1, 2008 – 1.4% (50% of the school year)

Certified teachers with a degree: **1/194** of **Elementary Teachers'** Grid at AI Step 0

Rate of Pay

- a) Certified Short Term Teacher: shall be paid 1/194 of the applicable Elementary Teachers' Grid at AI Step 0

Effective Dates:

- September 1, 2004 - 2%
- September 1, 2005 - 2%
- September 1, 2006 - 2%
- February 1, 2007 - 1%
- September 1, 2007 - 1.8%**
- February 1, 2008 - 1.4%**

- b) Uncertified Short Term Teachers will be paid as follows:

September 1, 2004 - 2%	\$112.20
September 1, 2005 - 2%	\$114.44
September 1, 2006 - 2%	\$116.73
February 1, 2007 - 1%	\$117.90
September 1, 2007 - 1.8%	\$120.02
February 1, 2008 - 1.4%	\$121.70

- c) **Certified Short Term Teachers without a degree will be paid as follows:**

September 1, 2004 - 2%	\$140.76
September 1, 2005 - 2%	\$143.58
September 1, 2006 - 2%	\$146.45
February 1, 2007 - 1%	\$147.91
September 1, 2007 - 1.8%	\$150.57
February 1, 2008 - 1.4%	\$152.68

- 10.2 Qualified occasional teachers will, on the 13th 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 assignment 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.

- 10.6 It is understood that one half of the school day is **equal** to 150 minutes of instructional time.

ARTICLE 11 - PROFESSIONAL ACTIVITY DEVELOPMENT DAYS AND 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(s) or Professional Development Day(s) fall in the **midst** of Long-Term Occasional Teacher's assignment, the Long Term **Teacher** shall participate and be paid for the day(s).
- 11.3 When a Professional Activity Day(s) or a Professional Development Day(s) **occurs** at the beginning or end of a Long Term Teacher's assignment, the Board shall have **full discretion** whether the Long Term Teacher works that day. **Where** a Long Term Teacher is **required to work on** such day(s) the member shall be paid for the day(s).
- 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, 2005:

- 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).

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.

Each **January**, the Board shall **forward** to the local a **list** of all use of uncertified teachers for the school year.

- 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 (a form **will** be mailed to the Occasional Teacher along with the **Offence** Declaration), by May **31st** 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**, e-mail **address** (where available), 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 charges 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**, e-mail **addresses** (where available), 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 continually refuses **assignments** or is continually not available or cannot be reached because the **contact** information has not been updated by the teacher;
 - iii) the occasional **teacher** fails to submit **notice**, in **writing**, on the appropriate form by May 31st, of their intent to be available for the following school **year**;
 - iv) 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 May, 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 will establish one call-out list. **As** of December 31st, the list will be **established** alphabetically **and** be put into effect on the first day of school in **January**. Each September, the list will **begin** with the teacher next on the list after the last teacher called out in June. 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. If the school that a teacher is called out for is more than 50 km away, the teacher will not be penalized for refusing the call.

14.4 Recurring Absence Assignment

For the ~~trial~~ period of **2005-2008**, ~~notwithstanding~~ Article 14.2 the parties agree that for consistency in the classroom to accommodate recurring absences, *such as* Board-wide Professional Development, Federation Leaves, or other repeated absences, which are known in advance, the **Board** may assign a **qualified** Occasional Teacher from the ~~list that best meets the needs of~~ the classroom. To ensure **fair** and equitable distribution of work, once **an OT has** been selected for a recurring absence assignment, he or she ~~cannot be assigned to another recurring absence assignment for a different teacher until the occasional teacher list has~~ been exhausted. **The Board will** track the usage of Recurring Absence Assignments and make a ~~report~~ to the **Union** each January.

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 Elementary ~~Teachers' Federation of Ontario~~ President or designate, by fax and by e-mail.
- 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.
- 15.5 ~~Contract~~ Teaching Positions

The Board shall review and consider but not be limited to occasional teachers who have applied for regular probationary teaching assignments in the elementary panel.

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 written request of the occasional teacher.
- 21.2 Any teacher wishing to return to the occasional teachers' list following a leave of absence shall request to do so in writing to the superintendent before the termination of their leave or the teacher will 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 The timetable for an Occasional Teacher shall be the same **as** the timetable of the teacher who is being **replaced**.
- 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, 2004~~ to August 31, 2008, 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.

Navola
A. Rice
J. A. Colombo

Ray P. McClean
Angela Plaurt

Date: Dec. 8, 2005

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

By October 31st, 2006, the Board shall provide to the Algoma Occasional Teacher Local a report of the number of contract positions filled by Algoma Occasional Teacher members from September 1, 2005 – August 31, 2006.

Signed at Sault Ste. Marie, Oct. 5, 2005

Mavala
A. Beece
J. Colombo

For the Board

Lynn E. McClea
Angela Plaut

For the Union

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

Occasional Teacher Committee

There will be an Occasional ~~Teacher~~ Issue **Committee** with 3 **Union** representatives and 3 **Board** representatives that will meet a **minimum** of 3 times to **discuss** possible options for:

- The Occasional Teacher List;
- The ~~short Term~~ Casual **Call-out** process;
- **An** Electronic process for timesheets;
- Professional development; and
- The interview **Process** and **rating** system for contract positions.

The committee will report their **findings** by December 31, 2006.

Signed at Sault Ste. Marie, *Oct. 5*, 2005.

Navab

A. Beece

J. A. Schumb

For the Board

Ryan P. McClean

Angela Plawnt

For the Union

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

Teacher Development Account

In the event that the government provides **money** for a development account or **similar** fund, the parties will meet to **discuss** the **distribution** of these **funds**.

Signed at Sault Ste. Marie, *Oct. 5*, 2005.

M. Havelle

A. Reece

J.A. Colombo

For the Board

Lynne E. McLean

Angela Plauris

For the Union

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**. Effective September 1, 2004, the current daily rate for **these** members is the daily rate for **Credited** teachers without degrees plus \$30.00.

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

Navata

A. Reece

J.A. Robinson

For the Board

Gene P. McLean

Angela Plavins

For the Union

Dated: *Oct. 5, 2005*

Memorandum of Settlement

Between

The Algoma District School Board

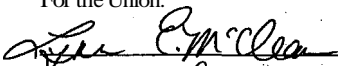
And

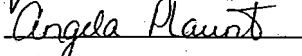
Algoma Elementary Occasional Teachers' Federation of Ontario
Algoma District

1. The parties hereby agree that the 1998/2003 Collective Agreement will be amended by those articles tentatively agreed to **this** date, which are attached hereto. The result shall be the Collective Agreement between the **Board** and the **Union** for the period of September 1, 2003 to August 31, 2004. All terms and provisions of **this** agreement shall be effective September 1, 2003 except as specified below:
2. The parties hereto agree that the terms and conditions of **this** Memorandum constitute a **full** settlement of all **matters** in dispute.
3. The **terms** and provisions of **this** agreement shall remain confidential to the parties until after ratification **by** the parties.
4. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all terms and conditions of **this** Memorandum to their principals.
5. The Memorandum of Settlement is **subject** to ratification by Trustees of the Algoma District School **Board** and the member(s) of the **Union** described above. **Both** parties shall hold ratification votes **no** later than Thursday, December 18, 2003.

Dated **this 2nd** day of December, 2003, in Sault Ste. Marie, **Ontario**.

For the Union:





For the Board:

