

AGREEMENT

between



Lakehead Public Schools

LAKEHEAD DISTRICT SCHOOL BOARD

and



O.S.S.T.F., DISTRICT 6A, THUNDER BAY

on behalf of its

**SECONDARY OCCASIONAL TEACHERS
BARGAINING UNIT**

September 1, 1998 to August 31, 2004

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ARTICLE 1 PURPOSE

- 1.01 It is the desire of both parties to specify within this agreement the entitlement of those Teachers covered by this agreement as to salary, the conditions of employment, allowances, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties.
- 1.02 It is the desire of both parties to maintain and further harmonious relationships between the Board and each member of the Union.
- 1.03 This agreement shall apply to O.S.S.T.F., District 6A, Secondary Occasional Teachers' Branch and to each of the members of the Union employed by the Lakehead District School Board.

ARTICLE 2 RECOGNITION

- 2.01 The Board recognizes the Federation as the exclusive bargaining agent for all Occasional Teachers employed by the Board in its secondary panel.
- 2.02 Part-time permanent or part-time probationary contract teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this agreement in respect of such Occasional Teaching employment.
- 2.03 The Board recognizes the Negotiating Committee of the Branch as the official body to represent the Occasional Teachers in the secondary panel and to negotiate on their behalf.
- 2.04 The Board recognizes the right of the Branch to authorize the Federation or any duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.05 The Branch recognizes the right of the Board to authorize the Ontario School Trustees' Council, or Member Association, or any solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 DEFINITIONS

- 3.01 "Secondary Occasional Teacher" shall bear the meaning given in the Education Act, as amended from time to time.
- 3.02 "Short Term Teacher" is defined as an occasional teacher who is employed on a daily basis to teach for a period that is less than 14 consecutive teaching days replacing the same teacher in the same assignment.
- 3.03 "Long Term Occasional Teacher" is defined as an occasional teacher who exceeds the time limits of Article 3.02. A break in the assignment due to sickness,

bereavement leave, Federation commitments of a duly elected officer of the Bargaining Unit, emergency school closure, Board business or a professional activity day shall not interrupt the continuance of the assignment.

- 3.04 "Occasional Teacher List" means a list of all qualified occasional teachers who have been accepted by the Board to teach as occasional teachers in the secondary panel and for the purposes of this Agreement shall be referred to as "List".
- 3.05 "Certified" means possessing a Certificate of Qualifications from the Ontario College of Teachers.
- 3.06 "Uncertified" means not possessing a Certificate of Qualifications from the Ontario College of Teachers.
- 3.07 "Qualified" means an occasional teacher who is certified in accordance with Article 3.05 or has appropriate related experience as certified by the Manager of Human Resources and has been added to the Occasional Teacher List.
- 3.08 "Federation" means the Ontario Secondary School Teachers' Federation.
- 3.09 "Branch" means the Ontario Secondary School Teachers' Federation, Thunder Bay District 6A, Secondary Occasional Teachers' Branch.
- 3.10 "Board" means the Lakehead District School Board.
- 3.11 "Grid" means the salary grid in the collective agreement between the Lakehead District School Board and the Ontario Secondary School Teachers' Federation, District 6A, Thunder Bay.

ARTICLE 4 EFFECTIVE PERIOD AND RENEWAL

- 4.01 This Agreement shall be effective from September 1, 1998 and shall continue in full force up to and including August 31, 2004, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal with or without modification, of this agreement. If notice is given, the parties shall meet within thirty (30) days from giving notice.
- 4.02 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present agreement that all terms and provisions of the present Agreement shall continue in force and effect until such time as it is superseded by a new agreement.
- 4.03 This Agreement shall supersede all previous Agreements, and shall form the basis of computing all salaries and other conditions defined herein. Any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.
- 4.04 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Labour Relations Act, as amended.

ARTICLE 5 NO DISCRIMINATION

5.01 Each of the parties hereto agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced upon Occasional Teachers in the secondary panel because of membership in the Branch.

ARTICLE 6 UNION MEMBERSHIP AND DUES CHECK-OFF

6.01 All Teachers shall, as a condition of employment, maintain membership in the Branch or join the Branch within thirty (30) days after the signing of this Agreement and remain members in good standing. All new Teachers shall, as a condition of employment, join the Branch within thirty (30) days and remain members in good standing.

6.02 On each pay date when an employee receives a pay cheque, the Board shall deduct from each member, the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by the O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

6.03 The O.S.S.T.F. dues deducted in accordance with 6.02 shall be remitted to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date of which the deductions were made. Such remittance shall be accompanied by a list identifying the occasional teacher, their S.I.N., the amount deducted and the number of days worked.

Dues specified by the Bargaining Unit in accordance with 6.02, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F., District 6A, Thunder Bay no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the occasional teacher, their employee number, the amount deducted and the pay date.

6.04 Any Secondary Occasional teacher employed by the Board shall be provided with a copy of the Agreement by the Board.

6.05 The Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board, shall indicate the amount of fees paid by each Teacher during the previous year.

6.06 O.S.S.T.F. and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the O.S.S.T.F. and/or the Bargaining Unit.

ARTICLE 7 REPRESENTATION

7.01 The Board agrees that it will deal solely with the duly authorized representatives of the Branch and/or Division in all matters pertaining to the administration and interpretation

of this Agreement.

ARTICLE 8 CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement shall pass to and from the Manager of Employee Relations or designate, and from the President of the Bargaining Unit with a copy to the President of the Thunder Bay Division.

ARTICLE 9 GRIEVANCE / ARBITRATION PROCEDURE

9.01 Definitions

- i) A grievance shall be defined as any question or dispute involving interpretation, application or alleged violation of any term, provision or condition of this Collective Agreement. The question of whether a matter is arbitrable may be processed under the grievance procedure and be submitted to arbitration.
- ii) A party shall be defined as: a) the Bargaining Unit, or b) the Board.

9:02 The parties recognize that each Party may elect to be represented by representative(s) of their respective organizations at any stage of the grievance procedure. It is also understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure, between the representatives of the Board and the Union will be final and binding.

9:03 Informal Stage

An employee, with the concurrence of the Bargaining Unit, may initiate a complaint with the employee's immediate supervisor. Such complaint shall not be considered unless brought to the attention of the immediate supervisor within ten (10) working days from the time that the employee should reasonably have become aware of the issue. The employee's immediate supervisor shall respond verbally no later than seven (7) working days of receipt of such complaint.

9:04 Formal Stage

STEP ONE

Failing settlement under the informal procedure, the Bargaining Unit may forward a written grievance to the Manager of Employee Relations or designate within five (5) working days of the informal response. The Board representative shall make a written ruling within seven (7) working days of receipt of the grievance.

STEP TWO

Failing a satisfactory response, the Bargaining Unit may refer the grievance to the

Director of Education or designate within five (5) working days of the Step One response. The Director of Education or designate shall convene a meeting of the parties to review the grievance within ten (10) working days of receipt of the Step One grievance.

The Board representative shall make a written ruling within ten (10) working days of the meeting.

The Bargaining Unit shall then have twenty-five (25) working days, upon receipt of the Step Two response, to accept or give written notice of intent to proceed to arbitration.

9:05 Grievance Format

A written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the agreement; and
- ii) the clauses in the collective agreement alleged violated; and
- iii) the relief or remedy sought; and
- iv) the signature of the duly authorized official of the Bargaining Unit.

9:06 Time Limits

- i) if the time limits for any step in this procedure to arbitration is violated then either Party is free to institute action automatically at the next step of the sequence.
- ii) time limits may be extended if mutually agreed in writing.

9:07 Union Grievance

The Union shall have the right to file a policy grievance on behalf of an individual employee or a group of employees, in accordance with clause 9.05 at Step Two within ten (10) working days of the occurrence giving rise to the grievance. A grievance resulting from the termination of an employee without just cause shall be filed at Step Two.

9:08 Board Grievance

The Board shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) working days of the occurrence giving rise to the grievance. The Union shall have ten (10) working days to respond to the Board's grievance.

The Director of Education or designate shall convene a meeting of the parties to review the grievance within ten (10) working days of receipt of the Board grievance. The Bargaining Unit representative shall make a written ruling within ten (10) working days of the meeting.

The Board shall then have twenty-five (25) working days, upon receipt of the Step Two response, to accept or give written notice of intent to proceed to arbitration.

9:09 Arbitration

- (a) The Parties recognize that each Party may elect to be represented by counsel during the arbitration procedure.
- (b) An Arbitration Board shall be constituted and convened in the following manner:
 - i) (a) Either the Board or the local Bargaining Unit Executive may, after exhausting the grievance procedure established by this Agreement, notify the other Party, in writing, of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first Party's appointee to an Arbitration Board.
 - (b) The Party receiving the notice shall appoint its nominee within five (5) days.
 - (c) The parties by mutual agreement in writing, may elect to have the matter heard by a single arbitrator, or refer the matter to med-arb as outlined in the Labour Relations Act.
 - (d) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which time they were frozen.
- ii) In making their appointments to the Arbitration Board, both Parties shall be guided by the following provisions:

That no person be appointed a member of a Board of Arbitration who has any direct pecuniary interest in the matters coming before it, or who has, within a period of six months immediately preceding the date of the appointment, acted as a mediator, solicitor, counsel, agent, or negotiator of either of the Parties; but no person shall be deemed to have direct pecuniary interest by reason only of being a ratepayer within the area of jurisdiction of the Board.
- iii) The two appointees so selected shall, within five days of the appointment of the second of them, appoint a third person who shall be the Chair.
- iv) If the recipient of the notice fails to appoint an arbitrator within the time so limited, the appointment shall be made by the Ministry of Labour subject to the limitation imposed by the preceding Clause (ii) or, if the two appointees fail to agree upon a Chair within time so limited, the Chair shall be appointed by the Ministry of Labour subject to the limitation imposed by preceding Clause (iii).
- v) The Arbitration Board shall hear and determine the difference or allegation

and shall issue a decision and the decision is final and binding upon the Parties. The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs.

- vi) When the Arbitration Board finds in favour of the aggrieved party, it shall make a just and equitable award.
- vii) Each Party shall pay for the expense of its nominee to the Arbitration Board and one-half the cost of the Chair.
- viii) The Arbitration Board shall have the authority only to settle disputes under the terms of this Agreement, and will only interpret and apply this Agreement to the facts of the particular grievance involved. The Board of Arbitration shall have no power to alter, add to, subtract from, modify, or amend this agreement, nor to give any decision inconsistent with it.
- ix) Unless mutually agreed otherwise by both Parties, the place of hearing shall be in the City of Thunder Bay.

9:10 Just Cause

A Secondary Occasional Teacher shall not be disciplined or discharged without just cause.

ARTICLE 10 **MEMBERSHIP LIST**

- 10.01 The List, as prepared by the Board, shall include name, address, telephone number, qualifications and teaching experience of each teacher. A revised composite List shall be sent by November 1, or earlier wherever possible, of each school year to the President of the Bargaining Unit. Any amendments to the List shall be sent to the President of the Bargaining Unit.
- 10.02 The Board will not add uncertified persons to the List where certified persons are available, recognizing that an adequate number of Teachers are necessary in all subject areas.
- 10.03 Prior to being placed on the List, an applicant must submit proof of certification and all other required documents.
- 10.04 Teachers shall be required to notify Human Resources, in writing, of any change of address or telephone number.
- 10.05 A teacher's name shall be removed from the list for the following reasons:
 - (a) The Teacher is terminated or resigns,
 - (b) The Teacher fails to notify Human Resources prior to the last day of the school year of the Teacher's desire to remain on the supply list for the next school year. During the month of May each year, Human Resources will send to each

Teacher on the List a form to be completed and returned to Human Resources prior to the end of the school year.

- (c) A Teacher, excluding those on an approved Leave of Absence, who has not received any remuneration from work as an occasional teacher in the previous school year.
- (d) The person has obtained full-time employment as a teacher on probation or permanent status.

10.06 An individual who has been removed from the List under Article 10.05 (c) shall have first right of recall to the List when Teachers are being added to the List in the Teacher's area of qualification. This right shall extend to the end of the subsequent school year.

10.07 A Secondary Teacher declared surplus and who has recall rights under the Statutory Agreement, shall be placed on the List, if the Secondary Teacher so desires. Although these Teachers shall be subject to the same calling procedures for short term assignments as all Teachers, the Board reserves the right to fill long term occasional teaching assignments with these surplus Statutory members who have recall rights.

10.08 The Board shall endeavour to fill any additional long term occasional teaching assignments from Teachers who have completed probation and who are qualified for the assignment.

10.09 The Board agrees to maintain its current practice of using only Teachers who are on the List to replace regular Secondary Teachers who are absent. The Board retains the right to use a person not on the List if no suitable Teachers are available on the List, or if the notification of absence occurs after 8:30 a.m. A person so called shall not be deemed to be on the List, but a local levy check-off shall be collected in accordance with Article 6.02.

10.10 Probationary Period

An occasional teacher newly added to the Board's Occasional Teacher List shall serve a probationary period of thirty (30) teaching days worked as an occasional teacher. It is understood that the dismissal of a probationary teacher shall not be the subject of a grievance provided the Board was acting in good faith.

The parties may mutually agree to extend the probationary period by an additional thirty (30) teaching days.

ARTICLE 11 REPORTING PAY

11.01 A Teacher who reports for an assignment and who is not required by the principal shall be paid for a minimum of one-half (½) day and shall accept professional duties assigned by the principal.

ARTICLE 12 PROFESSIONAL ACTIVITY

- 12.01 A Long Term Teacher who is scheduled to work when there is a system professional activity day shall be paid for the day provided that the teacher participates in the scheduled professional activities.
- 12.02 The Board shall provide information to the Branch President about Board sponsored workshops, courses, and curriculum meetings. Teachers may participate on a voluntary basis subject to availability of space.
- 12.03 The Board shall provide information to the Branch President about the activities planned for each professional activity day. Teachers may participate on a voluntary basis subject to availability of space.
- 12.04 A Long Term Occasional Teacher will be paid for semester turnaround days, provided their assignment continues into the next semester or by approval of their Principal.

ARTICLE 13 LABOUR MANAGEMENT COMMITTEE

- 13.01 The Labour Management Committee shall be composed of two (2) members representing the Board and /or administration and two (2) members representing the Branch.
- 13.02 Meetings shall be held at the request of either party.
- 13.03 The Committee shall discuss conditions of employment and any other matter that is a concern to the Teachers or to the Board.

ARTICLE 14 CALLING OF TEACHERS

- 14.01 The current school-based method of calling Teachers shall remain in effect subject to the following provisions:
 - (a) The Principal in each school shall determine the method of calling Teachers for that school.
 - (b) In accordance with the Education Act, the Board agrees the following factors shall be considered in order of priority when calling a Teacher:
 - i) A Certified Teacher on the List qualified for that assignment,
 - ii) A Certified Teacher on the List who is suitable in the opinion of the Principal,
 - iii) A Non-certified Teacher on the List who is suitable in the opinion of the

Principal,

- iv) An individual not on the List, in emergency situations only.
 - (c) The Board shall inform the Bargaining Unit President in the event a non-certified teacher, who is not on the List, is assigned.
- 14.02 Should the Board consider implementing an alternate method of calling Teachers, the Board will seek input from the Bargaining Unit.

ARTICLE 15 WORKING CONDITIONS

- 15.01 A Short Term Occasional Teacher shall be assigned a timetable equivalent to what they are being paid for in 15.03 and 15.04. Nothing in this Article shall prevent the Principal from reorganizing the teaching assignments of a school.
- 15.02 The Board recognizes the unique role of the Teachers and the variety of assignments given. The Board expects that each school will provide basic school related information to assist the Teacher at the beginning of the assignment.
- 15.03 (a) If a Short Term Occasional Teacher is required, the teacher shall be paid in accordance with the following:
- | | |
|---|----------|
| One period plus up to one quarter period of supervision or other instructional duties | 1/3 day |
| Two periods plus up to one-half period of supervision or other instructional duties | 2/3 day |
| Three periods plus up to one-half period of supervision or other instructional duties | Full day |
- (b) If the Short Term Occasional Teacher is replacing an absent teacher assigned to guidance, library, special education or any other program where a teacher is

fully assigned under the Secondary Teacher Agreement, that teacher shall be paid in accordance with the following:

An assignment in the A.M. or P.M. only, with
a scheduled twenty minute break 1/2 day

An assignment for the day plus a scheduled twenty
minute break in the morning and the afternoon plus
a lunch period Full day

- 15.04 If the regular teaching duties are split in the A.M. and the P.M., the Teacher shall receive one day's pay, and the Principal shall assign additional professional duties.
- 15.05 A Long Term Occasional Teacher as defined in Article 3.03:
- (a) shall receive full grid salary,
 - (b) shall assume a secondary teacher's duties as per the school timetable.
- 15.06 Provide bulletin board space for posting of notices and a mailbox for information which may be of interest to Teachers.
- 15.07 Except as expressly provided elsewhere in this agreement, the salary of a Teacher shall be pro-rated based on the assignment in that semester of the Secondary Teacher being replaced.
- 15.08 A Teacher shall receive pay at appropriate rates for any police interviews or court appearances (on normal school days) for employment-related incidents. The appropriate daily amount shall be the long term rate in accordance with Article 15.05, if the required interviews or court appearances occur during a long term assignment; otherwise the short term per diem rate shall apply.
- 15.09 When a teacher is given a teaching assignment which involves a program that is potentially hazardous to students and for which the Teacher is not qualified, the Principal shall modify the program.

ARTICLE 16 POSTING

- 16.01 A long term secondary occasional teaching position that is known in advance to be of at least sixty (60) teaching days duration shall be posted for a minimum of five (5) school days. A copy of such posting shall be given to the President of the Bargaining Unit. Only occasional teachers on the Board's Secondary Occasional Teachers' List shall be eligible to apply for these postings. It is understood that if no internal applications are received, the Board shall fill the position as follows:
- a) with a certified occasional teacher from the List who is suitable for the position in the opinion of the principal;
 - b) if there are no available candidates as in (a) above, the Board reserves the right

to hire a non-List applicant.

The Board shall notify the Bargaining Unit President, in writing, of candidates selected to fill Long Term Occasional positions.

ARTICLE 17 LEAVES OF ABSENCE

17.01 Maternity Leave

A Long Term Occasional Teacher shall be eligible for Maternity Leave as per the Employment Standards Act.

17.02 Sick Leave

A Long Term Occasional Teacher shall receive two days sick leave per month of the assignment. These days shall accumulate for the length of the assignment only. These days are effective only for the assignment during which they were accumulated.

17.03 Leave from the Occasional Teachers' List

A Teacher who will be unavailable for occasional work in excess of three months must apply for a Leave of Absence from the List. Such requests must be submitted on the Board's Leave of Absence Form to Human Resources prior to the commencement of the leave.

17.04 Bereavement Leave

Leave of absence without loss of salary will be granted to Long Term Occasional Teachers while on long term assignments due to a bereavement in the Teacher's immediate family of up to, but not exceeding, five days on any one occasion.

When used herein, immediate family shall include parents, siblings, spouse, child, father-in-law, mother-in-law, grandparents, grandchildren, guardian, sister-in-law, brother-in-law, son-in-law and daughter-in-law.

17.05 Jury Duty / Witness

A Long Term Occasional Teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged and shall be paid the applicable earnings as stipulated in Article 18. It is understood that such payment by the Board shall only be for the period of time the Occasional Teacher would have otherwise been employed in the occasional teaching assignment.

17.06 Quarantined

A Long Term Occasional Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties. It is understood that such payment by the Board shall only be for the period of time the Occasional Teacher would have been otherwise employed in the occasional teaching assignment.

ARTICLE 18 SALARIES

18.01 Short Term Occasional Teachers shall be paid a per diem daily rate in accordance with Article 15.03 and 15.04 as follows:

Effective September 1, 2001: \$159.00

Effective September 1, 2002:

Certified Rate \$162.00

Uncertified Rate 75% of the Certified Rate

Effective September 1, 2003:

Certified Rate 1/218 of Category 1, minimum as reflected
in the O.S.S.T.F., District 6A Secondary Agreement or \$165.00
whichever is greater.

Uncertified Rate 75% of the Certified Rate

Note: Uncertified Bargaining Unit Members on the list as of June 30, 2002 shall continue to be paid the Certified Rate. Bargaining Unit Members without teacher certification added to the list subsequent to June 30, 2002 shall be paid the Uncertified Rate effective September 1, 2002.

18.02 A Long Term Occasional Teacher shall be paid consistent with the O.S.S.T.F. Secondary Agreement retroactive to the first day of that assignment. The grid salary shall include vacation and statutory holiday pay.

18.03 Category placement on the salary grid for Long Term Occasional Teachers shall be determined in accordance with the same system used for Secondary Teachers. Experience shall include time worked on contract, plus time worked as an occasional teacher with 185 days equated to one year of experience.

18.04 Exclusive of school closures due to inclement weather, the Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two hours notice, the Board shall pay the short term occasional teacher for that assignment, unless another assignment can be found.

ARTICLE 19 PAY DATES

- 19.01 Pay dates shall be bi-weekly and published by the payroll department at the beginning of each school year.
- 19.02 Timesheets must be received by the payroll department according to the published deadline dates.

ARTICLE 20 CATEGORY ADJUSTMENTS

Where a Teacher's classification is changed to a higher classification by virtue of improved qualifications, the Teacher shall be entitled to a category adjustment in salary. The amount of the salary adjustment shall be the difference between the present salary and the Teacher's new salary according to the Teacher's new position on the salary grid.

20.01 Procedure

The following shall be the procedure for obtaining a category adjustment.

- c) Applications are to be made on a Category Change Form to be provided by the Board. These forms are available to Teachers from school offices , Human Resources or the Board's Web site www.lhbe.edu.on.ca in the HR/Payroll section.
- d) Applications are to be filed with the Manager of Human Resources.
- e) Applications are to be accompanied by the following supporting documents:
 - i) original or photocopy of the endorsed or specialist certificate;
 - ii) original or photocopy of the trade test result, if applicable
 - iii) original or photocopy of the O.S.S.T.F. Certification Board category placement certificate;
 - iv) photocopies of any documents sent to the O.S.S.T.F. Certification Board which may entitle a Teacher to a change of category.

20.02 Effective Date of Adjustment

- (a) Category adjustments will be effective on September 1st. Ordinarily all documentation should be completed by December 31st. However, in the event that documentation of the application cannot be completed by December 31st, the Teacher concerned shall file a letter of intent, with the Manger of Human Resources prior to that date, explaining the reasons for the delay in completing documentation. If the reasons stated are deemed valid by the Board, and if the documentation is received and approved by the Board, the Teacher's application

and its retroactivity will be protected until the final deadline date of May 31st.

- (b) Category changes resulting from academic or other credits gained since September 1, but prior to January 31 of the school year, will result in adjustments retroactive to February 1 of the current school year. Documentation will be completed within four months of the date of qualification.
- (c) Category change based upon the successful completion of a Trade test during the school year will be accepted if otherwise documented.

ARTICLE 21 BENEFITS

21.01 An Occasional Teacher assigned for one full semester or more shall be eligible for extended health, vision care and dental benefits for the assignment as per the O.S.S.T.F. Secondary Agreement.

ARTICLE 22 PERSONNEL FILES

22.01 Each employee shall have reasonable access to his/her personnel files in the Human Resources Department for the purpose of reviewing its contents. Access will be in the presence of an employee of the Human Resources Department.

22.02 If the teacher disputes the accuracy or completeness of any materials in the teacher's personnel file, the teacher may appeal to the Superintendent of Human Resources to have it removed. Should the Superintendent decide to retain the information in the file, the teacher shall have the right to add a written statement to the file disputing the information in question.

ARTICLE 23 SECONDARY TEACHING VACANCIES

23.01 Secondary Occasional Teachers who have been placed on the Board's "Pool Hiring List" for next to hire shall remain on such list until the teacher has been placed into a secondary teaching position or for a period of two (2) years, whichever is earlier. If a teacher is removed from the pool after two (2) years, that teacher shall be entitled to an interview when the pool is renewed, upon receipt in Human Resources of their complete application package.

DATED AT THUNDER BAY, ONTARIO THIS 10th DAY OF January, 2002.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals attested by their respective proper officers in that behalf.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

For the Board:

Chair

Witness

Chair, Negotiating Committee

Witness

Secretary

Witness

For the Secondary Occasional Teachers' Bargaining Unit:

President

Witness

Chief Negotiator

Witness