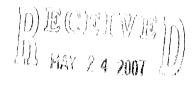
2004 - 2008



COLLECTIVE AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD

And

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

KEEWATIN-PATRICIA OCCASIONAL TEACHERS' LOCAL

13097(02)

	INDEX	Page			
1:00	PURPOSE	1			
2:00	SCOPE AND RECOGNITION	1			
3:00	DEFINITIONS	1			
4:00	UNION DUES AND ASSESSMENTS	2			
5:00	RIGHTS AND RESPONSIBILITIES	2			
6:00	ACCESS TO INFORMATION	3			
7:00	COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION	4			
8:00	OCCASIONAL TEACHER LIST	4			
9:00	CALLING OF OCCASIONAL TEACHERS FOR LONG TERM OCCASIONAL TEACHIN	G			
	ASSIGNMENTS	5			
10:00	JOB VACANCIES: ELEMENTARY TEACHING POSITIONS	5			
11:00	SALARY	5			
12:00	STAFFING	7			
13:00	WORKING CONDITIONS	7			
14:00	MEDICAL PROCEDURES	7			
15:00	SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE .	7			
16:00	OCCUPATIONAL HEALTH AND SAFETY	8			
17:00	TEACHER-BOARD RELATIONS COMMITTEE	8			
18:00	PAID SICK LEAVE	8			
19:00	VOLUNTARY LEAVE OF ABSENCE	8			
20:00	LEAVE FOR UNION BUSINESS	8			
21:00	SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACH	HERS 8			
22:00	PREGNANCY/PARENTAL LEAVE	9			
23:00	GRIEVANCE AND ARBITRATION PROCEDURE	10			
24:00	STRIKES AND LOCKOUTS	12			
25:00	UNION REPRESENTATION	12			
26:00	CORRESPONDENCE	13			
27:00	PROFESSIONALACTIVITY DAYS	13			
28:00	REPRESENTATION	13			
29:00	CRIMINAL BACKGROUND CHECKS	13			
30:00	DURATION AND RENEWAL	14			
APPEND	DIX A: ELEMENTARY LONG TERM OCCASIONAL DAILY RATES	15			
APPENDIX B: LETTER OF AGREEMENT - Evaluation Process					
APPENDIX C: LETTER OF AGREEMENT - Salary Re-Opener					
APPENDIX D: LETTER OF AGREEMENT ~ Professional Development Fund					
APPENDIX E: LETTER OF AGREEMENT - Calling of Occasional Teachers					
AGREEMENT OF CONTRACT21					

1:00 PURPOSE

1:01 It is the purpose and intent of the Parties to set forth reasonable and fair 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.

2:00 SCOPE AND RECOGNITION

- 2:01 The employer being the Keewatin-Patricia District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union,") as the bargaining agent for all elementary Occasional Teachers employed by the Board.
- 2:02 The Union will Inform the Board of who is authorized to act on behalf of the Union.

3:00 DEFINITIONS

- 3:01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act.
- "Probationary Occasional Teacher" is a newly hired Occasional Teacher who shall be on probation for up to a total of twenty-five (25) full teaching days as an Occasional Teacher. Notwithstanding, a surplus or retired Teacher would be considered to be a non-probationary occasional teacher if s/he chooses to be placed on the Occasional Teacher List.
- 3:03 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of 10 or more consecutive teaching days as a substitute for the same Teacher.
- "Daily Occasional Teacher" shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.
- "Unqualified Occasional Teacher" shall mean a person who does not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, approved by the Board for inclusion on an Emergency Unqualified Occasional Teacher List.
- "Occasional Teacher List(s)" means a list of all Occasional Teachers approved by the Board to teach **as** an Occasional Teacher with the Board and who have paid their membership fees to the Elementary Teachers Federation, Keewatin-Patricia Occasional Teachers Local.
- 3:07 "Elementary Teachers" shall mean the Elementary Teachers, other than Occasional Teachers, employed by the Board in its elementary panel.
- "Recognized Teaching Experience" shall mean, Occasional Teachers will be credited with experience in days for teaching on a permanent, probationary or long term contract, or performing duties that require a teaching certificate, pro rated for part time teaching and occasional teaching on a daily basis. All such experience shall be totalled, divided by 194 and rounded to the nearest full year (194 days). Such credited teaching experience will apply to grid experience when the Occasional Teacher is placed on a Long Term Occasional teaching assignment.

It is incumbent upon all Occasional Teachers to submit documentary proof of experience to the Board. It is recognized that the primary documentary proof acceptable will be the Teacher's Pension Plan Service Record indicating the summary of experience, or written confirmation from the prior employing Board including the number of days taught, or such other documentation deemed acceptable by Human Resources.

- 3:09 "School Term" shall mean the period from September through December or the period from January through June.
- 3:10 "Board" shall mean the Board and its predecessors.
- 3:11 "Local" shall mean ETFO Keewatin-Patricia Occasional Teacher Local.

3:00 DEFINITIONS (CONTINUED)

3:12 'Union' shall mean the Elementary Teachers Federation of Ontario (ETFO).

4:00 UNION DUES AND ASSESSMENTS

- 4:01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary of ETFO within thirty (30) days of the dues being deducted for elementary occasional teaching days.
- 4:02 The payment shall be accompanied by a 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. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form. A copy of this list and these deductions shall be forwarded to the President of the Local after each submission to the General Secretary of ETFO.
- 4:03 The Board shall provide to the Union, by September 15th of each year, or earlier if possible, a letter stating the total number of absences of elementary school, Daily and Long Term Occasional teaching assignments for the previous year.
- 4:04 The Board shall deduct from the first pay cheque issued to each Occasional Teacher, each school year, the Local levy fee. Unless otherwise notified, the fee shall be ten dollars(\$10.00).

5:00 RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

5:01 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

Statutory Responsibilities

5:02 The Board agrees to comply with the Education Act, the Employment Standards Act, the Ontario Human Rights Code, the Occupational Health and Safety Act, and any other applicable statutes governing education and employment, and all regulations thereunder.

No Penalty

5:03 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

No Discrimination

5:04 The Board and the Occasional Teachers agree that there shall be equal treatment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, or because of participation in the activities of, or membership in, the Union.

Evaluations

- 5.05 Only supervisory officers, elementary principals and vice-principals shall evaluate an Occasional Teacher's competence. No member of a union shall be required or requested to evaluate an occasional teachers' competence.
- 5:06 Occasional Teachers may be evaluated upon request of an Occasional Teacher, or the employer. The Ontario Teacher Performance Appraisal Document will be utilized for such appraisals.

5:00 RIGHTS AND RESPONSIBILITIES (CONTINUED)

Just Cause

- 5:07 a) i)

 No Occasional Teacher, who has completed the probationary period, shall be demoted, discharged, dismissed, disciplined in any way, have his or her name removed from the list(s), or fail to be assigned work as a result of performance or conduct, without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing.
 - Notwithstanding a) i) above, a probationary Occasional Teacher who does not have access to the grievance process, and has been demoted, discharged, dismissed, or disciplined, will be provided a written explanation of any such actions.
 - b) In circumstances outlined in a) i) and ii), the Board will hold a meeting between the Occasional Teacher and a Board representative to discuss the matter. The Occasional Teacher shall have the right to have a Union representative present at the meeting.

Harassment

5:08 The parties recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions **as** are necessary as per Board Policy – "Employee code of Conduct", #706, dated February **11**, 2003, which **may** be updated from time to time.

6:00 ACCESS TO INFORMATION

- 6:01 The Board agrees to abide by the provisions of the <u>Freedom of Information and Protection of Privacy Act</u>, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.
- 6:02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.
- 6:03 An Occasional Teacher shall be entitled, upon request, to copies of materials contained in his/her personnel file.
- 6:04 Occasional Teachers shall receive copies of any formal evaluations or letters of discipline placed in their personnel file within five (5) days of the material being filed.
- 6:05 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 6:06 An Occasional Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in 6:04 and 6:05. The Occasional Teacher's written submission shall become part of the file.
- 6:07 An Occasional Teacher may request to have copies of pertinent materials placed in **his** or her central personnel file.

Adverse Materia 3

6:08 Upon written request of the occasional teacher, a written warning or other disciplinary action may be removed from a teacher's personnel file after a minimum of two (2) years providing the personnel record has been free of any written warning or other disciplinary action during the intervening period. Such request shall be submitted in writing to the Human Resources Manager.

7:00 COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- 7:01 The Board shall provide a copy of the current collective agreement to the principal of each elementary school under the jurisdiction of the Board.
- 7:02 The Board shall provide any Occasional Teachers newly added to the list, with an information package to be supplied by the Union.

8:00 OCCASIONAL TEACHER LIST

- 8:01 The Board shall have only qualified Teachers on the list. Unqualified Teachers will only be used in accordance with the Education Act and its regulations and the College of Teachers Act.
- 8:02 a) Only those OccasionalTeachers whose names are on the list shall be called for Daily and LongTerm Occasional teaching assignments.
 - b) Where no one on the list is available and the Board deems it necessary to employ a person whose name is not on the list, the Union shall be advised as promptly as possible and that person's name shall be included on the list immediately.
- 8:03 An Occasional Teacher shall notify the Human Resources Office of the Board, in writing, of any changes of address, personal e-mail address (if available) and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 8:04 The list shall indicate which, if any, OccasionalTeachers are on LongTerm Occasional assignments at the time it is published, and the expected expiry date of the said assignments.
- 8:05 The Union and the Board shall monitor and maintain the various Occasional Teacher Lists, keeping in mind the Board's requirement to staff schools while at the same time having an awareness of the need to ensure that the Occasional Teachers need to maximize their opportunities to work.
- 8:06 The list shall provide the following information for each Occasional Teacher: full name, telephone number, number of days or specific days of the week that the Occasional Teacher is available for work, and specific schools where the Occasional Teacher wishes to work.
- 8:07 On or about September 30th of each school year, the Board will provide the Union and the Local President with the addresses and telephone numbers of all Occasional Teachers on the Board's list. Any amendments to the list shall be forwarded to the Union and the Local President as they occur.
- 8:08 An Occasional Teacher's name shall be removed from the list for the following reasons:
 - (i) he or she is removed for just and sufficient cause;
 - he or she asks to have his/her name removed from the list;
 - he or she fails to notify the Human Resources Office by July 1st each year of his/her desire to remain on the list for the next school year. The Board shall provide the Intent to Return Forms at each school. It shall be the responsibility of each Occasional Teacher to complete and submit the form to the Human Resources Office by July 1st to be included on the September 1st Occasional Teacher List.
- 8:09 It is incumbent upon an OccasionalTeacher who becomes unavailable for work for a period of a month or more to notify Human Resources of such absence in writing.
- **8:10** An Occasional Teacher shall have access to the Board's email and shall be informed of this when placed on the occasional teacher list.

9:00 CALLING OF OCCASIONAL TEACHERS FOR LONG TERM OCCASIONAL TEACHING ASSIGNMENTS

9:01 When a known Long Term Occasional position declared by the Board becomes available, the Board will notify the Local President and post such notice for five (5) days, following which the position may be filled. Positions may be advertised externally subsequent to or simultaneously with internal postings. Internal applicants shall be given first consideration.

10:00 JOB VACANCIES: ELEMENTARYTEACHING POSITIONS

- 10:01 The Board will forward to the President of the Elementary Occasional Teachers' Local, copies of all job postings for full-time and part-time educational positions.
- 10:02 The Board will post vacancies for five (5) days prior to the closing date in order to allow sufficient time for all interested and qualified Occasional Teachers to make application.
- 10:03 The Board shall include teachers from the Occasional Teacher List among the candidates to be considered when pool hiring for permanent full-time or part-time teaching positions.

11:00 SALARY

11:01 Effective upon the date of ratification of this Collective Agreement, the Board shall pay rates of remuneration for Daily Occasional Teachers as follows:

	<u>Qualified</u>	<u>Unqualified</u>
Effective September 1, 2004	\$176.09	\$132.07
Effective September 1, 2005	\$179.62	\$134.72
Effective September 1, 2006	\$184.11	\$138.08
Effective February 1, 2007	\$185.04	\$138.78
Effective September 1, 2007	\$189.63	\$142.22
Effective February 1, 2008	\$198.00	\$148.50

It is understood that the daily rate for occasional teachers includes statutory holiday pay and vacation pay.

- 11:02 a) Daily Occasional Teachers shall be paid on a bi-weekly basis, by direct deposit into the bank, trust company or credit union account designated by the Teacher. An Occasional Teacher who changes bank, trust company or credit union shall notify, in writing, the Payroll Department, at least two weeks in advance of the next scheduled payday.
 - b) An Occasional Teacher who holds a teaching assignment of **0.5** or more with the Keewatin-Patricia Teacher Local will be paid on a monthly basis as opposed to being paid on a weekly basis.
- 11:03 The Daily Occasional Teacher's remuneration shall be determined either by a half day or a full day worked. Half/full day can be **a** combination of various assignments that total no more than **a** regular teaching assignment.
- 11:04 a) Long Term Occasional Teachers shall be paid for each day of employment at a daily rate of 1/194 of the appropriate salary grid according to their qualifications and teaching experience. It is understood that payment on the elementary Teachers' salary grid includes payment for vacation pay and payment in lieu of benefits. (Appendix A Elementary Long Term Occasional Daily Rates Grid)
 - b) Where an unqualified Occasional Teacher is employed in a long term assignment, s/he shall be compensated at 1/194 of Category A, 0 years of experience.

11:00 SALARY (CONTINUED)

- a) A Long Term Occasional Teacher shall be placed on the appropriate salary grid in accordance with the Occasional Teacher's recognized teaching experience and category/group placement effective on the first (1st) day of a single assignment should an assignment replacing the same Teacher extend beyond nine (9) consecutive teaching days.
 - b) In accordance with Article 11:05 a) the appropriate salary grid will be the grid of the panel, elementary or secondary, in which the assignment occurs. The qualifications and experience will be those of the Occasional Teacher accepting the assignment being applied to the appropriate grid.
 - c) Should a long term assignment expire prior to ninety school days from their first day worked as an OccasionalTeacher (see Articles 11:07 & 11:10), any retroactive adjustment will be protected to the end of ninety school days from their first day worked as an OccasionalTeacher.
- 11:06 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.
- 11:07 It shall be the responsibility of the Occasional Teacher to provide the Board with all relevant statements of teaching experience within ninety (90)school days of their first day worked as an Occasional Teacher for retroactive adjustment to the first day of any long term assignment.
- 11:08 Statements of experience for Long Term Occasional Assignments will be issued semi-annually to each Occasional Teacher who has completed a Long Term Occasional Assignment within that period. The statement of experience will include the number of days worked in each Long Term Occasional Assignment and the period of each assignment.

Category/Group Placement

11:09 Each Occasional Teachers' category/group classification on the salary grid shall be determined by the application of the current QECO Programme and/or Certification plan of OSSTF, or at the option of the Occasional Teacher, he or she may continue placement under the previous programme/plan. Should QECO or OSSTF develop a new programme/plan during the life of the collective agreement, the new programme/plan shall apply. An Occasional Teacher who has chosen per the above, to continue placement under a previous programme/plan shall have the option to either continue placement under the chosen programme/plan or to have his/her placement determined according to the new QECO programme/OSSTF Certification Plan.

Where an Occasional Teacher has decided to continue under the current programme/ plan and later decides to have his/her placement re-evaluated, he/she must notify the Board when making application. Any such resulting adjustment will be made in accordance with his/her application for re-evaluation and will not be made retroactive any further than the time of his/her re-application.

11:10 It shall be the responsibility of the Occasional Teacher to provide the Board with a QECO Programme 4 Rating Statement and/or an OSSTF Certification Rating Statement (September 1997 Certification Plan) and any supporting documents within ninety (90)school days from their first day worked as an Occasional Teacher for retroactive adjustment to the first day of the long term assignment.

If receipt of the QECO or QSSTF statement is delayed, as a result of circumstances beyond the Occasional Teacher's control, such retroactive adjustment will not be unreasonably withheld. It shall be the responsibility of the Occasional Teacher to provide proof of his/her timely application for the evaluation.

12:00 STAFFING

- 12:01 Only persons employed by the Board in accordance with this collective agreement or in accordance with the Board's Elementary Teachers' collective agreement shall be assigned to teach elementary pupils.
- 12:02 The Board shall assign an Occasional Teacher when an Elementary Teacher with a classroom assignment is absent.

13:00 WORKING CONDITIONS

- 13:01 The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given. The Board will ensure that each school will:
 - a) Provide basic school related information to assist the Occasional Teacher at the beginning of the assignment;
 - b) Assign only the regular schedule of the Teacher being replaced;
 - c) Avoid assigning early morning yard duty on the first day of the assignment and avoid assigning lunch time duty if it is only an afternoon assignment on the first day of an assignment:
 - d) make the School Principal, *or* designate available to assist the Occasional Teacher in matters of discipline with students.

14:00 MEDICAL PROCEDURES

Not Responsible for Diagnosis or Medication

14:01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk, injury or liability for negligence.

It shall not **be** part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

15:00 SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE

- 15:01 If circumstances require the cancellation of a Daily Occasional assignment without two (2) hours advance notice, the Occasional Teacher shall be assigned professional activities by the Principal for
 - (a) one-half day and paid for one-half day if called for one half day;
 - (b) a full day and paid for a full day if called for a full day.

The Occasional Teacher may decline the assignment and forfeit pay.

Late Calls

15:02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives within a reasonable time of receiving such late request.

Emergencies

15:03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid full pay at the applicable rate of pay.

16:00 OCCUPATIONAL HEALTH AND SAFETY

Work Refusal

16:01 No Occasional Teacher shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for otherwise seeking to enforce her or his rights in any matter related to health and safety.

Health and Safety Committee

16:02 The Board agrees to provide Certification Training for one member of each panel for Occasional Teachers. Training will be provided at the Board's expense with the Occasional Teacher's time being unpaid.

17:00 TEACHER-BOARD RELATIONS COMMITTEE

- 17:01 The Teacher-Board Relations Committee shall be composed of an equal number of members from the Union and the Board. The Union and the Board shall each appoint a Co-chair either of whom may request a meeting.
- 17:02 The Teacher-Board Relations Committee may discuss general conditions of employment and other concerns not covered by this agreement.

18:00 PAID SICK LEAVE

Long Term Occasional Teachers

- 18:01 Long Term Occasional Teachers shall accumulate sick leave credits at the rate of one (1) day's credit for each ten (10) days of long term assignment completed. Sick leave credits shall accumulate throughout the year and will be transferred to other Long Term Occasional assignments within the same year, but will not extend beyond the end of the school year.
- 18:02 Sick leave credits for each Long Term Occasional Teacher shall be reduced by one day for each day of absence due to illness or injury. For absence due to illness or injury in excess of five (5) consecutive days, such Occasional Teacher shall, if requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a health care practitioner.

19:00 VOLUNTARY LEAVE OF ABSENCE

19:01 Upon written request to the Human Resources Department, the Board agrees to approve a voluntary leave of absence for any Occasional Teacher on the Occasional Teacher List(s). Such leave may be for a period up to and including one school year. The Occasional Teacher's name will be returned to the list upon receipt of and in accordance with a written request from the Occasional Teacher.

20:00 LEAVE FOR UNION BUSINESS

20:01 The Board will allow the Local the equivalent forty (40) teaching days release time per school year at Board expense to be released for Local purposes which may include negotiations. Such released members will receive pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.

The union shall reimburse the Board with respect to its actual costs for such release time.

The Parties, by mutual consent, may exceed the forty (40) day maximum where special circumstances exist.

21:00 SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS

Bereavement Leave

21:01 The Director of Education, or designate, shall grant up to five (5) consecutive working days with pay for bereavement in the event of the death of a partner of a person with whom the Occasional Teacher resides, a child, a parent/guardian, a sibling, a grandchild, a grandparent, or a parent of a

21:00 SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS (Continued)

Partner.

Bereavement leave is for the sole purpose of grieving in the loss of a loved one and/or handling the affairs of the deceased individual.

Jury Duty

- When an Occasional Teacher is required to be absent because of jury duty, or as a witness in any court to which the Occasional Teacher has been summoned in any proceedings to which the Occasional Teacher is not a party, or one of the persons charged, the Occasional Teacher shall not lose regular pay because of necessary absence from work due to such attendance, provided that the Occasional Teacher:
 - Informs the Board as soon as possible upon being notified that the Occasional Teacher will be required to attend Court;
 - b) Presents proof of service requiring the Occasional Teacher's attendance;
 - c) Pays to the Board any fees, exclusive of travelling allowances and living expenses, that the Occasional Teacher receives as a juror or witness.

Quarantine

21:03 An 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 his/her duties.

22:00 PREGNANCY/PARENTAL LEAVE

- 22:01 The Board shall grant to an Occasional Teacher a maternity leave in accordance with Provincial requirements.
 - a) Maternity leave means unpaid leave taken for the purpose related to giving birth.
 - b) An Occasional Teacher must give the Board written notice at least two (2) weeks prior to the start of the maternity leave and provide a medical certificate indicating the expected date of birth.
 - c) An Occasional Teacher on maternity leave shall continue to be entitled to all rights, benefits and privileges which the employee would normally be entitled to under provisions governing maternity leave, including:
 - i) accumulation of credit for sick leave, and teaching experience;
 - ii) participation in each type of benefit plan that is related to the Teacher's employment unless the Teacher elects in writing not to do **so**;
 - (iii) The Board shall continue to make Board's contribution to benefit plans (if any) such as pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and disability plans unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions, if any.
 - d) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the Occasional Teacher and may begin no earlier than seventeen (17) weeks before the expected birth date referred to in section b).
 - An Occasional Teacher granted an unpaid leave of absence for maternity shall not be entitled to sick leave benefits for the duration of the maternity leave.

22:00 PREGNANCY/PARENTAL LEAVE (CONTINUED)

f) An Occasional Teacher returning from maternity leave will be returned to the Occasional Teacher List(s) in accordance with their request.

22:02 Parental Leave

The Board shall grant to an Occasional Teacher a parental leave in accordance with Provincial requirements.

- a) Parental leave means unpaid leave taken following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- b) An Occasional Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.
- c) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- The parental leave of an employee who takes maternity leave must begin when the maternity leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- e) The Occasional Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the Occasional Teacher who is the parent of a child stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, in which case the parental leave begins on the date the Occasional Teacher stops working.
 - In such cases, the Occasional Teacher must give the Board written notice that the Occasional Teacher wishes to take leave within two (2) weeks after the Occasional Teacher stops working.
- f) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the Occasional Teacher gives the Board at least four (4) weeks written notice of that day.
- During parental leave, an Occasional Teacher continues to participate in each type of benefit plan that is related to the Occasional Teacher's employment unless the Occasional Teacher elects in writing not to do so.
- h) The Board shall continue to make Board's contribution to benefit plans (if any) such as pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and disability plans unless the Occasional Teacher gives the Board written notice that the Occasional Teacher does not intend to pay the employee's contributions, if any.
- i) Teaching experience, and sick leave credits will continue to accrue during parent leave.
- j) An OccasionalTeacher returning from parental leave will be returned to the Occasional Teachers' List(s) in accordance with their request.
- K) One (1) day of paid parental leave shall be granted to an Occasional Teacher adopting a child. This leave will be taken at the time of placement of the child or court finalization of the adoption.

23:00 GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

23:01 Any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, may be the

23:00 GRIEVANCE AND ARBITRATION PROCEDURE (CONTINUED)

subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

It is understood that an employee has no grievance until the matter has been referred to the appropriate principal or designate and an opportunity given to adjust the complaint.

All grievance correspondence from the Local shall be submitted to the Director or designate through the office of the Human Resources Manager.

Individual Grievance

STEP 1

23:02 Grievance(s) must be submitted by the Local in writing to the appropriate Superintendentor designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Local representative and the Superintendent or designate. The Superintendentor designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP 2

23:03 If no settlement is reached, the Local shall file the grievance in writing to the Director of Education with ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education. A written response will be provided to the Local from the Director of Education within five (5) school days of the meeting.

STEP 3

23:04 If no settlement is reached, the Local may submit the grievance to arbitration within ten (10) school days of receipt of the response.

Arbitration

When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Decision of the Arbitrator

23:06 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the patties and upon any employee or employees affected by it.

Board of Arbitration

23:07 When both parties agree, **a** grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party **to** the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the Arbitration Board. The two (2) **so** selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the Arbitration Board, the other party may request the Minister of Labour of Ontario to refer the grievance to a single arbitrator.

23:00 GRIEVANCE AND ARBITRATION PROCEDURE (CONTINUED)

Powers of the Board of Arbitration

- 23:08 An arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or Arbitration Board under the Labour Relations Act and, in addition, has the power:
 - to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so; and
 - (b) to grant such interim orders, including interim relief, as the arbitrator or Arbitration Board considers proper, including interim reinstatement.

Decision of the Board of Arbitration

23:09 An Arbitration Board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of arbitration shall be final and binding.

Expenses of the Arbitrator or Board of Arbitration

23:10 Both parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (½) of the fees and expenses of the chair of the arbitration Board.

Policy Grievance

23:11 The Local and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Local or the Director of Education.

Grievance Mediation

23:12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

24:00 STRIKES AND LOCKOUTS

24:01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be **no** strike during the life of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

Strike by other Board Employees

24:02 Where an Occasional Teacher feels that his/her safety is jeopardized by crossing a picket line, the Occasional Teacher shall contact the Director of Education, or designate, who in turn will provide for the safety of the employee in reporting for work.

25:00 UNION REPRESENTATION

- 25:01 The Local shall notify the Board of the names of persons elected to office in the Local.
- 25:02 The Board shall provide to the Local bulletin board space in each school for the posting of notices which may be of interest to Occasional Teachers.
- 25:03 The Board shall provide OccasionalTeachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program.
- 25:04 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practical, such meetings shall be held during the school day.

26:00 CORRESPONDENCE

26:01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and to and from the President of the Local or designate.

27:00 PROFESSIONALACTIVITY DAYS

- 27:01 The Board shall provide information to the Local about the professional development activities provided by the Board.
- 27:02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 27:03 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity sessions.
- 27:04 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board. Requests for attendance should be made through a Principal of a school.
- 27:05 An Occasional Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay. Request for attendance should be made through the Principal of a school.
- 27:06 The Board will assist the Local in organizing one unpaid Professional Development Day for Occasional Teachers each school year. It is understood that any Professional Development Day organized will be at no cost to the Board unless expenses are pre-authorized by the Board.

28:00 REPRESENTATION

28:01 The Board agrees that it will deal solely with the duly authorized agents of the Local in all matters pertaining to the administration and interpretation of this agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board, if requested, will supply the Local with a list of its supervisory personnel.

29:00 CRIMINAL BACKGROUND CHECKS

- 29:01 The Board shall pay the cost of any criminal record check required in respect of an incumbent Occasional Teacher, provided the Occasional Teacher participates in the process operated by the Ontario Education Services Corporation.
- 29:02 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of The Education Act and other subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, advise the Local of the names of those so designated. Such personnel shall not be members of the Local.
- 29:03 The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.
- 29:04 The Board shall consult with the Local regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

30:00 DURATIONAND RENEWAL

Remains in Effect Until Notice Given

- 30:01 This collective agreement becomes effective on September 1, 2004, and shall remain in effect until August 31, 2008, and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the Labour Relations Act.
- 30:02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.
- 30:03 a) Any party to this collective agreement desiring to amend an article or articles of this Agreement shall give notice in writing to the other party and both parties shall meet within fifteen (15) school days of the notice being received.
 - No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

ETFO OCCASIONAL DAILY RATES Effective the first day of the 2004-2005 school year										
Effe						- A - 1 1 1	T	D 4 71 1/		DATIN
	Α	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$34,640	178.56	\$39,198	202.05	\$41,157	212.15	\$43,897	226.27	\$45,662	235.3
1	\$36,506	188.18	\$41,340	213.09	\$43,546	224.46	\$46,490	239.64	\$48,479	249.8
2	\$38,370	197.78	\$43,480	224.12	\$45,935	236.78	\$49,081	252.99	\$51,297	264.4
3	\$40,234	207.39	\$45,621	235.16	\$48,325	249.1	\$51,672	266.35	\$54,114	278.9
4	\$42,101	217.02	\$47,762	246.2	\$50,713	261.41	\$54,265	279.72	\$56,931	293.4
5	\$43,965	226.62	\$49,901	257.22	\$53,101	273.72	\$56,856	293.07	\$59,748	307.9
6	\$45,830	236.24	\$52,043	268.26	\$55,490	286.03	\$59,448	306.43	\$62,565	322
7	\$47,695	245.85	\$54,184	279.3	\$57,879	298.35	\$62,040	319.79	\$65,382	337.0
8	\$49,549	255.41	\$56,325	290.34	\$60,269	310.66	\$64,632	333.15	\$68,199	351.
9	\$51,426	265.08	\$58,466	301.37	\$62,658	322.98	\$67,222	346.51	\$71,016	366.0
0	\$53,290	274.69	\$60,949	314.17	\$65,062	335.37	\$69,963	360.63	\$73,885	380.
1	\$55,154	284.3	\$63,242	325.99	\$67, 4 77	347.82	\$73,119	376.9	\$77 <i>,</i> 776	400.9
.2	\$60,949	314.17								
3	\$63,242	325.99		<u> </u>						<u> </u>
ffe	ctive the first	day of the	2005-2006	school yea	<u>r</u>			, 		
	Α	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$35,333	182.13	\$39,982	206.09	\$41,980	216.39	\$44,775	230.8	\$46,575	240.
1	\$37,236	191.94	\$42,167	217.36	\$44,417	228.95	\$47,420	244.43	\$49,449	254.
2	\$39,137	201.74	\$44,350	228.61	\$46,854	241.52	\$50,063	258.06	\$52,323	269.
3	\$41,039	211.54	\$46,533	239.86	\$49,292	254.08	\$52,705	271.68	\$55,196	284.
4	\$42,943	221.36	\$48,717	251.12	\$51,727	266.63	\$55,350	285.31	\$58,070	299.
5	\$44,844	231.15	\$50,899	262.37	\$54,163	279.19	\$57,993	298.93	\$60,943	314.
6	\$46,747	240.96	\$53,084	273.63	\$56,600	291.75	\$60,637	312.56	\$63,816	328.
7	\$48,649	250.77	\$55,268	284.89	\$59,037	304.31	\$63,281	326.19	\$66,690	343.
8	\$50,540	260.52	\$57,452	296.14	\$61,474	316.88	\$65,925	339.82	\$69,563	358.
9	\$52,455	270.39	\$59,635	307.4	\$63,911	329.44	\$68,566	353.43	\$72,436	373.:
LO	\$54,356	280.19	\$62,168	320.45	\$66,363	342.08	\$71,362	367.85	\$75,363	388.
1	\$56,257	289.98	\$64,507	332.51	\$68,827	354.78	\$74,581	384.44	\$79,332	408.
2	\$62,168	320.45	75.75		1.55/5		4. 7		11	
3	\$64,507	332.51								
	ctive the first		2006-2007	school vea	r					
	A	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DATLY
0	\$36,040	185.77	\$40,782	210.22	\$42,820	220.72	\$45,671	235.42	\$47,507	244.8
1	\$37,981	195.78	\$43,010	221.7	\$45,305	233.53	\$48,368	249.32	\$50,438	259.9
2	\$39,920	205.77	\$45,237	233.18	\$47,791	246.35	\$51,064	263.22	\$53,369	275
3	\$41,860	215.77	\$47,464	244.66	\$50,278	259.16	\$53,759	277.11	\$56,300	290.
4	\$43,802	225.78	\$49,691	256.14	\$52,762	271.97	\$56,457	291.02	\$59,231	305.
5						284.77		304.91	\$62,162	320.4
6	\$45,741 \$47,682	235.78	\$51,917 \$54,146	267.61 279.1	\$55,246 \$57,732	297.59	\$59,153 \$61,850	318.81	\$65,092	335.
	\$47,682	245.78	\$54,146	279.1	\$57,732		\$61,850			
7	\$49,622	255.78	\$56,373 \$59,601	290.58	\$60,218	310.4	\$64,547	332.72	\$68,024	350.6
8	\$51,551	265.73	\$58,601	302.07	\$62,703	323.21	\$67,244	346.62	\$70,954	365.
9	\$53,504	275.79	\$60,828	313.55	\$65,189	336.03	\$69,937	360.5	\$73,885	380.
0	\$55,443	285.79	\$63,411	326.86	\$67,690	348.92	\$72,789	375.2	\$76,870	396.
1	\$57,382	295.78	\$65,797	339.16	\$70,204	361.88	\$76,073	392.13	\$80,919	417.:
2	\$63,411	326.86								
3	\$65 <i>,</i> 797	339.16					L,			L

Effe	ctive the 98t	h dav of th	e 2006-2007	school vea	ar					:
	A	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$36,400	187.63	\$41,190	212.32	\$43,248	222.93	\$46,128	237.77	\$47,982	247.33
1	\$38,361	197.74	\$43,440	223.92	\$45,758	235.87	\$48,852	251.81	\$50,942	262.59
2	\$40,319	207.83	\$45,689	235.51	\$48,269	248.81	\$51,575	265.85	\$53,903	277.85
3	\$42,279	217.93	\$47,939	247.11	\$50,781	261.76	\$54,297	279.88	\$56,863	293.11
4	\$44,240	228.04	\$50,188	258.7	\$53,290	274.69	\$57,022	293.93	\$59,823	308.37
5	\$46,198	238.13	\$52,436	270.29	\$55,798	287.62	\$59,745	307.96	\$62,784	323.63
6	\$48,159	248.24	\$54,687	281.89	\$58,309	300.56	\$62,469	322.01	\$65,743	338.88
7	\$50,118	258.34	\$56,937	293.49	\$60,820	313.51	\$65,192	336.04	\$68,704	354.14
8	\$52,067	268.39	\$59,187	305.09	\$63,330	326.44	\$67,916	350.08	\$71,664	369.4
9	\$54,039	278.55	\$61,436	316.68	\$65,841	339.39	\$70,636	364.1	\$74,624	384.66
10	\$55,997	288.64	\$64,045	330.13	\$68,367	352.41	\$73,517	378.95	\$77,639	400.2
11	\$57,956	298.74	\$66,455	342.55	\$70,906	365.49	\$76,834	396.05	\$81,728	421.28
12	\$64,045	330.13	400/100	0 12.00	4,0,550	0007.15	4,0,00		402//20	122120
13	\$66,455	342.55								
		 	2007-2008	school vea	r		L		L	
	A	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$37,055	191.01	\$41,931	216.14	\$44,026	226.94	\$46,958	242.05	\$48,846	251.78
1	\$39,051	201.29	\$44,222	227.95	\$46,582	240.11	\$49,731	256.35	\$51,859	267.31
2	\$41,045	211.57	\$46,511	239.75	\$49,138	253.29	\$52,503	270.63	\$54,873	282.85
3	\$43,040	221.86	\$48,802	251.56	\$51,695	266.47	\$55,274	284.92	\$57,887	298.39
4	\$45,036	232.14	\$51,091	263.36	\$54,249	279.63	\$58,048	299.22	\$60,900	313.92
5	\$47,030	242.42	\$53,380	275.15	\$56,802	292.79	\$60,820	313.51	\$63,914	329.45
6	\$49,026	252.71	\$55,671	286.96	\$59,359	305.97	\$63,593	327.8	\$66,926	344.98
7	\$51,020	262.99	\$57,962	298.77	\$61,915	319.15	\$66,365	342.09	\$69,941	360.52
8	\$53,004	273.22	\$60,252	310.58	\$64,470	332.32	\$69,138	356.38	\$72,954	376.05
9	\$55,012	283.57	\$62,542	322.38	\$67,026	345.49	\$71,907	370.65	\$75,967	391.58
10	\$57,005	293.84	\$65,198	336.07	\$69,598	358.75	\$74,840	385.77	\$79,037	407.41
11	\$58,999	304.12	\$67,651	348.72	\$72,182	372.07	\$78,217	403.18	\$83,199	428.86
12	\$65,198	336.07	J. 21. / 22	4344						
13	\$67,651	348.72								
			e 2007-200 <u>8</u>	school vea	ar					
	Α	DAILY	A1	DAILY	A2	DAILY	A3	DAILY	A4	DAILY
0	\$37,574	193.68	\$42,518	219.16	\$44,642	230.11	\$47,615	245.44	\$49,530	255.31
1	\$39,598	204.11	\$44,841	231.14	\$47,234	243.47	\$50,427	259.93	\$52,585	271.06
2	\$41,620	214.54	\$47,162	243.1	\$49,826	256.84	\$53,238	274.42	\$55,641	286.81
3	\$43,643	224.96	\$49,485	255.08	\$52,419	270.2	\$56,048	288.91	\$58,697	302.56
4	\$45,667	235.4	\$51,806	267.04	\$55,008	283.55	\$58,861	303.41	\$61,753	318.31
5	\$47,688	245.81	\$54,127	279.01	\$57,597	296.89	\$61,671	317.89	\$64,809	334.07
6	\$49,712	256.25	\$56,450	290.98	\$60,190	310.26	\$64,483	332.39	\$67,863	349.81
7	\$51,734	266.67	\$58,773	302.95	\$62,782	323.62	\$67,294	346.88	\$70,920	365.57
8	\$53,746	277.04	\$61,096	314.93	\$65,373	336.97	\$70,106	361.37	\$73,975	381.31
9	\$55,782	287.54	\$63,418	326.9	\$67,964	350.37	\$72,914	375.85	\$77,031	397.07
10	\$57,803	297.95	\$66,111	340.78	\$70,572	363.77	\$75,888	391.18	\$80,144	413.11
11	\$57,803 \$59,825	308.38	\$68,598	353.6	\$70,372 \$73,193	377.28	\$79,312	408.82	\$84,364	434.87
12	\$66,111	340.78	φυ υ ,υ 30	333.0	Ψέσμο	377.20	Ψ, Σ, Ο Ι Δ.	100.02	40 1,001	.507
13	\$68,598	353.6	· · · · · · · · · · · · · · · · · · ·						<u> </u>	
10	Ψυυιυσυ	333.0	L			L				

APPENDIX B

LETTER OF AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD (hereinafter called the "Board")

And

THE KEEWATIN-PATRICIA OCCASIONAL TEACHER LOCAL (hereinafter called the "Local")

In recent collective bargaining negotiations, issues were raised related to the current evaluation process used by the Board for Occasional Teachers. The Board would like to establish an evaluation process specifically for occasional teachers.

The parties agree to refer this issue to **a** joint committee. The committee shall be composed of three members of the Local and three members of the Board. Additional resources may be added to the Committee as required.

The Committee shall commence its deliberations following the ratification of the Collective Agreement. The committee will review existing Board evaluation practices for occasional teachers along with the evaluation policies of other school boards. Following the review the committee will develop an evaluation policy specifically for occasional teachers teaching for the Keewatin-Patricia District School Board. An implementation strategy shall also be developed. The committee will make recommendations for implementation by the parties.

The work of the Committee shall be completed no later that	n June, 2007.
Dated at Dryden, Ontario, this day of, 200	06.
FOR THE BOARD	FOR THE LOCAL

LETTER OF AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD (hereinafter called the "Board")

And

THE KEEWATIN-PATRICIA OCCASIONAL TEACHER LOCAL (hereinafter called the "Local")

Re: Salary Re-Opener

If the provincial government provides to the Board additional funding specifically for elementary occasional teacher salaries for either or both of the school years 2006-2007 and 2007-2008 then the salaries for those years will be increased as follows:

In addition to the increases set out in 11:01, salaries shall be increased by a maximum of 0.5% in each of the years commencing September 1, 2006 and September 1, 2007 on the following conditions:

- (i) If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI (all items) index increased by 2.5% or more during the period September 1, 2005 to September 1, 2006, the percentage increase which would otherwise be effective on September 1, 2006 shall be increased by the percentage amount by which the rate of inflation exceeded 2.5%, up to a maximum of 0.5%.
- (ii) If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI (all items) index increased by 3% or more during the period September 1, 2006 to September 1, 2007, the percentage increase which would otherwise be effective on September 1, 2007 shall be increased by adding the percentage amount by which the rate of inflation exceeded 3.0% up to a maximum of 0.5%.

Dated at Dryden, Ontario this	day of	2006.
FOR THE BOARD		FOR THE LOCAL

APPENDIX D

LETTER OF AGREEMENT

Between

KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD (hereinafter called the "Board")

And

THE KEEWATIN-PATRICIA OCCASIONAL TEACHER LOCAL (hereinafter called the "Local")

Re: Professional Development Fund

The parties recognize that the provincial government has not provided funding for the occasional teachers through the Teacher Development Account. In the event that the provincial government, at some future date, provides specific funding identified for professional development for elementary occasional teachers, a committee of the Local and the Board shall be formed to determine how such funds will be distributed.

Dated at Dryden, Ontario this	day of	, 2006.
FOR THE BOARD		FOR THE LOCAL

LETTER OF AGREEMENT

Between

KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD (hereinafter called the "Board")

And

THE KEEWATIN-PATRICIA OCCASIONAL TEACHER LOCAL (hereinafter called the "Local")

Re: Issues regarding calling occasional teachers raised during negotiations

In respect of the issues surrounding the calling of occasional teachers, the parties shall meet following the ratification of the new collective agreement, and no later than June 1, 2006, to discuss and mutually resolve these issues.

The parties shall attempt to resolve these issues in time for the commencement of the September, 2006, school year.

The parties shall continue to monitor the calling out of occasional teachers for the balance of the collective agreement and make mutually agreed modifications as necessary.

FOR THE BOARD	FOR THE LOCAL

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and The Elementary Teacher's Federation of Ontario Keewatin-Patricia Occasional Teachers' Local at a meeting held on March 22, 2006. It is further certified that this agreement was ratified by the Keewatin-Patricia District School Board on April 11, 2006, and The Elementary Teacher's Federation of Keewatin-Patricia Occasional Teachers' Local on March 30, 2006.

Dated at Dryden,	Ontario,
FOR THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD	FOR THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO KEEWATIN-PATRICIA OCCASIONAL TEACHERS' LOCAL
D. Penney, Board Chair	B. Calder, President
J. Wilkinson, Director of Education	D. Pochailo, Vice-president
	D. Haines, Negotiating Officer
	B. Martin. Executive Staff. Provincial

