



Tentative Agreement Key Highlights

November 27, 2024

LTO Hiring Procedure

Current Language

~~The Board keeps a LTO List.~~

LTO postings are advertised internally ~~first~~.

If there are no qualified internal candidates, the Board may ~~post~~ externally.

What's New

The LTO List is removed from our collective agreement and ADSB Hiring Procedures.

LTO postings are advertised **internally and externally at the same time.**

If there are no qualified internal candidates, the Board may **hire** externally.

Bridge Positions

Current Practice

~~At the start of September~~, the Board contacts members to ask if they would open a new class until it can be posted and filled as a LTO.

The Board ~~contacts people in order of who was offered work furthest in the past in June~~.

The contact order ~~is not shared~~ with the Union.

What's New

On an annual form, the Board asks members to indicate if they would be interested in a Bridge Position in September.

The Board contacts the list of interested members ordered by seniority.

The contact order **is shared** with the Union.

Union Representation

Current Language

To perform the work of the union, the Local may release executive members for up to 30 days per year.

NEW

What's New

To perform the work of the union, the Local may release executive members for up to 30 days per year.

An additional 40 days are available provided that the members being released are not in a LTO assignment.

Pregnancy & Parental Issues

Current Language

NEW

NEW

What's New

An occasional teacher on Pregnancy/Parental Leave will continue to accumulate experience credit.

Bereavement leave shall be granted for a miscarriage or stillbirth experienced by the member, their spouse, or surrogate.

Streamlined QECO Timelines

Current Language

A member has ~~5 months~~ from the start of a LTO assignment to submit their QECO statement to the Board.

~~There is a January 31 hard deadline in order to be eligible for retroactive adjustment.*~~

**Due to conflicting language in our collective agreement, the January 31 deadline was the subject of a grievance. Upon adoption of the newly-negotiated terms, this grievance is deemed settled.*

What's New

A member has **14 days** from the start of a LTO assignment to submit their QECO statement to the Board.

A member who applies for a new or upgraded QECO statement has 2 months to submit proof of their application.

When the member finally receives their QECO statement, they submit it to the Board within 14 days.

Expedited Dismissal Grievances

Current Language

NEW

What's New

A grievance regarding the dismissal of a member may be initiated at Step 2 of the grievance procedure.

Working Conditions

Current Language

Members do not perform duty before the start of the day.

EasyConnect calls out for same-day assignments from ~~6:30 a.m.~~ until ~~12 noon~~.

The OT Roster is capped at ~~175~~.

What's New

Members do not perform duty before the start of the day **or before the start of an afternoon assignment.**

EasyConnect calls out for same-day assignments from **6:00 a.m.** until **2:00 p.m.**

The OT Roster is capped at **180**.

A few items the Union didn't get...

- Fewer days to LTO
- Missed prep time payback
- LTO termination notice
- Procedures for evaluations
- Unpaid personal leave
- 24 hours' notice before interviews

A few items the Board didn't get...

- Principals selecting replacement OTs for recurring absences.
- HR cold-calling OTs who work half-day mornings to work the afternoon.
- Changing “Community A” to all schools between Mountain View and Thessalon.
- **NUMEROUS STRIPS** to items such as:
 - sick leave,
 - assignment cancellation notice,
 - data provision,
 - probationary periods for new members,
 - grievance timelines, etc.

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

Elementary Teachers' Federation of Ontario, Algoma Occasional Teacher Local

(the "Union")

And

Algoma District School Board

(the "Employer")

1. The parties agree that this Memorandum and the attached Appendix A constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will endeavour to complete the ratification process by November 30, 2024.
3. Except as provided in the attached Appendix A and in the Memorandum of Settlement respecting central terms dated November 16, 2023, as they may alter or affect the local terms, the local terms of the collective agreement which expired on August 31, 2022, and any agreement of the parties to amend those terms in local bargaining continue unless amended by the parties for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix A shall be effective on the date of the ratification of these local terms pursuant to the *School Boards Collective Bargaining Act, 2014*. It is understood that certain central terms are subject to determination by interest arbitration as agreed upon in the Memoranda of Settlement/Agreement dated November 16, 2023. The parties will implement the terms of this local agreement (both central and local terms), and will incorporate the results of those arbitrations into the local collective agreement once the arbitrations have been concluded and decisions are rendered.
5. The parties shall meet to determine the structure and content of the collective agreement within 60 days of the ratification of this Memorandum. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms,

shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.

Signed this ____ day of November 2024 at Sault Ste. Marie, Ontario.

For the Board

Frank A. Plumbo

Nicki I...

For the Union

Justin Wo

RC

ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

ARTICLE 8 – UNION REPRESENTATION

8.1 The Union shall notify the Board of the names of persons elected to office in the Union and of persons authorized by the Union to represent occasional teachers on behalf of the Union.

8.2 The Board recognizes the right of the Union to select a Negotiating Committee from the bargaining unit plus provincial ETFO representation. The Board agrees to recognize said committee for negotiating purposes during the term of this agreement.

The Union recognizes the right of the Board to select a Negotiating Committee. The Union agrees to recognize said committee for negotiating purposes during the term of this agreement.

8.3 The Union shall notify the Board of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.

The Board shall notify the Union of the names of the members of its negotiating committee, in writing, prior to commencement of negotiations.

8.4 The Board recognizes the right of an occasional teacher to be represented by a Union representative at any disciplinary meeting.

8.5 The Board will provide the Union access to a bulletin board in each school for posting of Union business and information for members providing there is one available in a place not visible to 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.

8.7 The Board shall grant the release for the Union President for Union Business up to one (1) FTE per school year. The President shall be paid release time at the applicable Long-Term

Occasional rate for the number of days of leave requested. The Union shall reimburse the Board the cost.

8.8 ~~In addition, the Board shall grant the Union up to thirty (30) days release for Union business. The Occasional Teacher shall be paid the short-term or long-term per diem rate that applies and the Union shall reimburse the board the cost.~~

In addition, the Board shall administer release days for Union business as follows:

- a) Up to thirty (30) days per school year for Union Business shall be approved;
- b) Up to forty (40) additional days per school year for Union Business shall be approved. Such release dates will be outside of Long Term Occasional assignments.
- c) Additional release shall be granted to negotiate the collective agreement, up to ten (10) days. Additional days may be mutually agreed upon.


The Occasional Teacher shall be paid the short-term or long-term per diem rate that applies and the Union shall reimburse the Board the cost.


8.9 Union release shall be treated in all respects as if it were time worked.

8.10 An Occasional Teacher who is a representative or designate to the Joint Health and Safety Committee shall be paid at the daily or Long-Term Occasional rate when called to work for the committee.

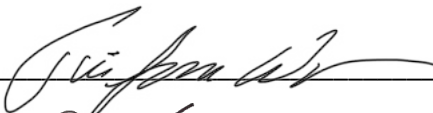
Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.


For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

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**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
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TENTATIVELY AGREED TO:

ARTICLE 10 – RATE OF PAY

RATES OF PAY TO BE UPDATED INCLUDING BILL 124 AND ETFO ARBITRATION AWARD RE: SALARY

10.1 Short-term occasional teachers will be paid the following daily rates. All rates are subject to the fractions of the elementary Teacher Grid at A1 Step 0 outlined below:

a) Certified Short-Term Teachers:

~~Effective September 1, 2019 – \$250.11 – 1/187 of Elementary Teacher Grid at A1 Step 0~~

~~Effective September 1, 2020 – \$252.61 – 1/187 of Elementary Teacher Grid at A1 Step 0~~

~~Effective September 1, 2021 – \$255.14 – 1/187 of Elementary Teacher Grid at A1 Step 0~~

b) ~~Uncertified Short-Term Teachers: Uncertified Elementary Occasional Teachers without a Degree~~

~~Effective September 1, 2019 – \$151.14 – 1/309.45 of Elementary Teacher Grid at A1 Step 0~~

~~Effective September 1, 2020 – \$152.65 – 1/309.45 of Elementary Teacher Grid at A1 Step 0~~

~~Effective September 1, 2021 – \$154.18 – 1/309.45 of Elementary Teacher Grid at A1 Step 0~~

c) ~~Certified Short-Term Teachers without a degree: Uncertified Elementary Occasional Teachers with a Degree~~

~~Effective September 1, 2019 – \$189.61 – 1/246.67 of Elementary Teacher Grid at A1 Step 0~~

~~Effective September 1, 2020 – \$191.51 – 1/246.67 of Elementary Teacher Grid at A1 Step 0~~


~~Effective September 1, 2021 – \$193.42 – 1/246.67 of Elementary Teacher Grid at A1 Step 0~~


10.2 Qualified occasional teachers will, on the 10th consecutive day of continuous employment in a single assignment be paid, subject to Article 12 – Verification of Qualifications and Experience, 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, regardless of whether the assignment is full-time or part-time. The rate paid under L10.2 shall not be less than the rate paid under L10.1.

- 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 prorated for assignments to positions on less than a full-time basis, but in no circumstances will a short-term occasional teacher be paid for less than one-half (1/2) day.
- 10.6 It is understood that one half of the school day is equal to 150 minutes of instructional time.
- 10.7 If an Occasional Teacher replaces a teacher who is assigned duties at two (2) or more locations on the same day, the Occasional Teacher is entitled to receive the travel allowance for the assignment. The appropriate kilometrage claim form and the eligible kilometrage will be provided electronically to all Occasional Teachers. The Occasional Teacher shall submit the Kilometre Claim form with the appropriate timesheet which corresponds to payroll dates. The parties agree to send out at the start of each school year to OTs a memo regarding Travel Allowance.
- 10.8 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 (2) hours' notice, or should an Occasional Teacher who is called for an assignment report to work to find their services are not required, the Board shall offer the Occasional Teacher an alternate vacant assignment (if one exists). The Occasional teacher may decline an alternate vacant assignment without penalty. If no alternate vacant assignment is available, or if the Occasional Teacher declines, the Occasional Teacher shall remain at the location at which the cancellation occurred and perform teaching duties as assigned by the Principal. An Occasional Teacher who either reports to an alternate vacant assignment or remains at the location at which the cancellation occurred shall be paid for the length of the modified assignment, but in no event for less than half a day. Should an administrator determine that the Occasional Teacher's services are not required, the Board shall pay the Occasional Teacher for a minimum half-day's pay in accordance with Article 10.

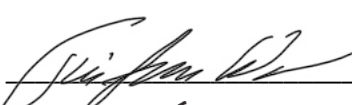
Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.


For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

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TENTATIVELY AGREED TO:

ARTICLE 12 – VERIFICATION OF QUALIFICATIONS AND EXPERIENCE

12.1 Qualifications

Long Term occasional teachers shall be paid based upon the following

- 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 the current QECO Programme.
- 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.~~

~~If the verification of category placement documents for courses completed prior to September 30th, are provided after January 31st, any salary adjustment will be effective the month following.~~

The Board will recognize a member's QECO evaluation statement retroactive to the first day worked in a long-term occasional assignment, provided that:

- i. the member has completed the educational responsibilities and requirements for upgrading prior to September 30th.
- ii. the member submits proof of their QECO application to the Board by October 31st, or within sixty (60) calendar days of their date of hire to the Board if it is later than the start of the school year.
- iii. the member submits their QECO statement within fourteen (14) calendar days of receiving it OR within fourteen (14) calendar days of the start of the long-term occasional assignment, whichever is later.

If a member does not submit their QECO statement, proof of application, or newly-received QECO statement within the required timelines, they may still submit their QECO documentation at a later date, provided that they completed the necessary educational requirements before September 30th. In such cases, any salary adjustment will be effective the month following the verification of their QECO category placement.

- f) A member once placed on the grid in the member's salary category will be paid at that category whether or not the member is teaching the subject(s) making the member eligible for that category.

12.2 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, up to June 30th of the preceding year, one month of experience as the number of instructional days plus the number of Professional Activity days designated by the Ministry of Education divided by ten. Part-time assignments will be prorated. If an Occasional Teacher completes a yearlong Long-Term Occasional position, it is recognized as a full year of experience credit.
- 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) Only experience as a Certified Teacher at a school recognized by the Ontario Ministry of Education as signified by a valid MIDENT (Ministry Identification Number), whether in Ontario, or the Provincial/Territorial equivalent outside of Ontario, will be recognized. Proof of such experience must be submitted in a manner acceptable to the Algoma District School Board. ~~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.~~


NOTE: The Board agrees via Memorandum of Settlement to make Pamela Hawdon whole through immediate retroactive salary adjustment.

NOTE: ETFO agrees to withdraw its Deadlines for Submission of QECO Statements of Evaluation grievance.

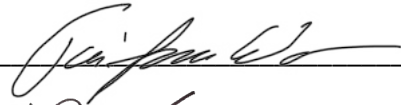
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For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

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TENTATIVELY AGREED TO:

ARTICLE 13 – OCCASIONAL TEACHER ROSTER

13.1 Occasional Teacher Roster

- a) The Occasional Teacher Roster shall include the following information for each occasional teacher:
 - Occasional teacher’s full name;
 - Date of hire to the Roster;
 - A summary of the occasional teacher’s teaching experience;
- b) The Board shall post the Occasional Teacher Roster on its Staff Portal and ensure that occasional teacher experience and seniority rankings are updated by September 1st.
- c) 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 Teacher Roster. 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.
- d) By January 31st and June 30th of each year, the Board shall forward to the Local President a summary of all daily Occasional Teacher assignments filled by persons not on the Occasional Teacher roster, including uncertified Occasional Teacher replacements.

- 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 Roster 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 Roster and provide ETFO with monthly updated lists.

13.4 The Roster shall be divided according to communities.
On a monthly basis, the Board shall provide the Local President with an updated copy of the Occasional Teacher Roster and the following information:

- Name;
- Telephone and personal email contact information;
- Subject/division/grades that the Occasional Teacher is qualified to teach;
- Communities in which the Occasional Teacher is available; and
- Special time considerations relevant to the Occasional Teacher's availability.

The Occasional Teacher, 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.

13.5 The Board will maintain an online renewal form that will be completed by Occasional Teachers to confirm their desire to remain on the Occasional Teacher Roster for the following school year and of the communities in which they will be available. It shall be the responsibility of each occasional teacher to complete the online renewal form by May 31st of each year.

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, email address (where available), and telephone number and~~ to ensure that the Board has on file, at all times, their current address and telephone number. **Changes in contact information must be made in the Board Employee Portal and in the Occasional Teachers automated call-out system's personal profile.**

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

13.8 Removal from the Occasional Teacher Roster

- a) An occasional teacher's name shall be removed from the Roster for the following reasons:
 - i) the occasional teacher asks, in writing, to have their name removed from the Roster;
 - 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; wherever possible, prior to a teacher's name being removed from the Roster, a meeting will be held with the teacher and Union representation to discuss the circumstances;
 - iii) the occasional teacher fails to submit notice, using the online renewal form, by May 31st, of their intent to be available for the following school year;
 - iv) the occasional teacher is removed for Just Cause.


b) The Board shall provide to the Occasional Teacher written notification of their removal from the Roster, with a copy to the Local President, within ten (10) school days of the decision being made.


13.9 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.

13.10 By October 31st, of each school year, upon the request of the Union, the Board shall provide the Algoma Occasional Teacher Local a report of the number of contract positions filled by Algoma Occasional Teacher members from September 1 to August 31st of the previous school year.

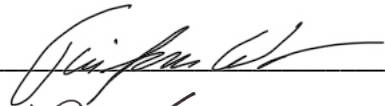
Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.


For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

And

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**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

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TENTATIVELY AGREED TO:

ARTICLE 14 – CALLING OF SHORT-TERM OCCASIONAL TEACHERS

- 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, the Board will call occasional teachers having regard to the qualifications of the occasional teacher.
- 14.3 Call Out Procedures
- a) The Board shall maintain call-out lists from the Occasional Teacher Roster for each of the following geographic locations:
 - Community A – Sault Ste. Marie (including the following schools: Mountain View, Aweres)
 - Community B – Bruce Mines, Thessalon
 - Community C – Chapleau
 - Community D – Desbarats, Echo Bay, St. Joseph Island, Laird Central
 - Community E – Elliot Lake
 - Community F – Iron Bridge, Blind River, Serpent River, Spanish
 - Community G – Michipicoten
 - Community H – Hornepayne
 - b) Assignments for short-term occasional teachers will be filled using the automated callout system. When filling an assignment, the automated callout system will first call the occasional teacher who was offered work furthest in the past, continuing in order toward the occasional teacher who was offered work most recently. The Board and the Union may mutually agree to any changes to the algorithm for call-out of Occasional Teachers. The parties agree that if a teacher is called out for an assignment that is more than fifty (50) kilometres away, the teacher will not be penalized for refusing the call.

- c) Each September, the first offer of work will be offered to the Occasional Teacher who had an offer of work furthest in the past as of June 30th of the previous school year.
- d) The parties agree that the Local President, or designate, shall be provided with daily reports from Apply to Education through administrative access. These daily reports shall include, but not be limited to:
 - i. Contact Strategy for filling vacancies;
 - ii. Available assignments;
 - iii. Absence list;
 - iv. Absence details (including job codes, location, status);
 - v. Employee details;
 - vi. Replacement details;
 - vii. Assignments filled with ATE's Manual Fill function.

The parties agree that the Local President, or designate, shall be provided with monthly reports from ATE including, but not limited to:

- viii. Call logs;
 - ix. Call times;
 - x. Job number;
 - xi. School;
 - xii. Absentee Teacher replaced;
 - xiii. Subject or program details of the assignment;
 - xiv. Start and end times for the assignment;
 - xv. Name of Occasional Teacher who has picked up the assignment;
 - xvi. Date and time the assignment was created;
 - xvii. Date and time the Occasional Teacher was contacted for the assignment;
 - xviii. Method of contact;
 - xix. Result of contact;
 - xx. Status of the assignment.
- e) Bridge Positions are defined as multi-day assignments at the beginning of the school year intended to bridge the time between the first day of school and the day in which the LTO or permanent assignment is filled. Notwithstanding L14.3(c), Bridge Positions will be offered to Occasional Teachers on the basis of seniority, qualifications, and availability. On an annual form, occasional teachers will be asked to indicate whether they would be interested in accepting a Bridge Position for the following school year. The Board shall order the list of interested members by seniority, and a copy of the

Bridge Position contact list shall be shared with the Union president prior to any Bridge Positions being offered.

14.4 Recurring Absence Assignment

Notwithstanding Article 14.2 the parties agree for consistency in the classroom to accommodate recurring absences.

Recurring absences shall be defined as absences which will have a direct impact on student learning. Such repeated absences within the school year will be predetermined and approved by the Superintendent of Education.


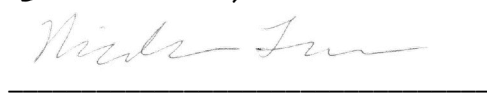
The Board will post to the Occasional Teacher Roster.

Occasional Teachers will be selected based on seniority and qualifications. An Occasional Teacher will be limited to one recurring absence assignment per school year.



The Board will track the usage of recurring absences and make a report to the Union each January.

Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.

For the Board

For the Union

ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

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TENTATIVELY AGREED TO:

ARTICLE 15 – TEACHING ASSIGNMENTS

15.1

- ~~a) The Board shall establish and maintain a Long term Occasional Teacher List.~~
- ~~b) An Occasional Teacher may apply to be placed on the Long Term Occasional Teacher List if the Teacher has been on the Occasional Teacher Roster for at least ten (10) months and has taught in one or more schools of the Board for at least twenty (20) full days during that ten (10) month period and has received three (3) successful Occasional Teacher evaluations from three (3) different Principals/Vice-Principals, wherever possible.~~
- ~~c) The Board shall post the Long Term Occasional Teacher List on its Staff Portal and ensure that Occasional Teacher experience and seniority rankings are updated by September 1st.~~

15.2

~~A copy of the notice of vacancy will be sent to each elementary school for posting.~~
A copy of the notice of vacancy will be sent electronically to the Union president and all members of the Occasional Teacher Roster. Vacant positions will be posted electronically simultaneously to internal and external candidates.

15.3

~~Should there be no qualified candidates on the Occasional Teachers’ list willing to accept such a position, the Board may advertise externally.~~
Should there be no qualified candidates on the Occasional Teacher Roster willing to accept such a position, the Board may consider external candidates.

15.4 Short-term Occasional Teaching positions which become Long-term Occasional Teaching positions shall 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.

15.6 Partial Permanent Teaching Positions

A permanent teacher employed at less than 1.0 FTE with the Algoma District School Board shall remain as an Occasional Teacher on the Roster and can accept partial Long-Term Occasional positions as long as the assignment(s) do not conflict with the teacher's permanent schedule and are not higher than a full 1.0 FTE. A permanent teacher employed at less than 1.0 FTE entitlement may also accept short-term occasional positions as long as the assignment(s) do not conflict with the teacher's permanent schedule and are not higher than a full 1.0 FTE on the day the position is accepted.


15.7 A permanent teacher employed at less than 1.0 FTE with the Algoma District School Board ~~or any other board~~ shall remain on the Occasional Teacher Roster only if the teacher's timetable would allow them the availability to teach for at least one (1) full day or two (2) half days per week, or the permanent teacher will be removed from the Occasional Teacher Roster.


Note: If the LTO list is removed from the ETFO OTBU collective agreement, all reference to the ETFO OTBU LTO List will be removed from the Board's Hiring Procedure.

NOTE: ETFO OTBU will withdraw LTO Advertisement Order grievance from September 2023

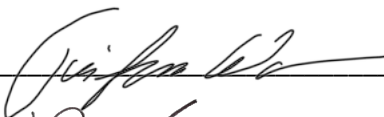
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For the Board





For the Union





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(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

NEW PROCESS FOR REQUESTING LEAVES

Before applying for a leave, employees in a Long Term Occasional Assignment are expected to advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board’s Electronic Leave of Absence Form for Bereavement Leave, Educational Examination Leave, Court Attendance/Jury Duty Leave, and Post-Secondary Graduation Leave. In cases of Bereavement Leave a telephone call confirmed later through the Board’s Electronic Leave of Absence Form in writing will be acceptable.

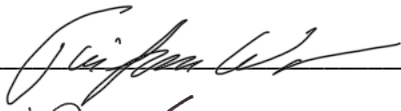
Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.


For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:


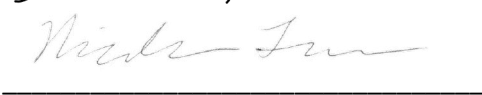
ARTICLE 16 – PREGNANCY AND PARENTAL LEAVE

Refer to Article C10.2 for applicable Supplemental Employee Benefit (SEB) language.



- 16.1 An occasional teacher is entitled to an unpaid Pregnancy or Parental Leave of absence as provided for in the Employment Standards Act.
- 16.2 **An occasional teacher on Pregnancy and/or Parental Leave shall continue to accumulate experience credit while on the statutory portion of the leave.**

Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.

For the Board

For the Union

ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

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TENTATIVELY AGREED TO:

ARTICLE 17 – BEREAVEMENT LEAVE

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, **or grandchild, or for a miscarriage or stillbirth experienced by the Member, their spouse, or a surrogate.**
 - 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 (3) working 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 (2) days upon request to the Superintendent.
- ii. For greater distances – to a maximum of five (5) working days.
- c) For attendance at a memorial service or interment that could be held at a later date, the employee may elect to use all or part of their bereavement days.

Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.

For the Board

Frank A. Plumbo
Nicki I...

For the Union

[Signature]
RC

ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:


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 **Superintendent**/Manager of Human Resources. Such leave shall be for the day of the graduation only and shall be limited to one day.

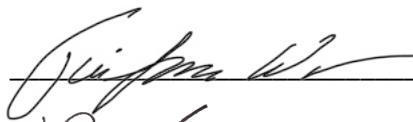
Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.


For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

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 ~~On the first day of an assignment, an Occasional Teacher shall not be required to perform before school supervision duty or bus duty. The duty shall be rescheduled during the day.~~

~~No occasional teacher shall be assigned supervision duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. The duty shall be rescheduled during the day.~~

24.3 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.

24.4 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. In addition, the Occasional Teacher shall be provided with information pertaining to students with serious medical or behavioural issues, and/or other environmental issues at the school which could impact the Occasional Teacher’s health and safety.

24.5 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.

24.6 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.

~~24.7 An Occasional Teacher who is called for an assignment who reports to work and finds that their services are not required shall be paid a half-day’s pay for reporting for duty.~~

- 24.8 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided they arrive within a reasonable time of receiving such a late request.
- 24.9 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.
 - c) Notwithstanding the above, Occasional Teachers shall be required to remain at the school as required by the Principal.
- 24.10 It is understood that the assessment and evaluation of students is an on-going process. If the Board requests that a LTO teacher assist with further completion of report cards due to an inconvenient end date of the LTO assignment, the LTO teacher shall be paid at the rate of pay for the LTO assignment for the day required.
- 24.11 A newly hired Occasional Teacher will serve a probationary period of fifteen (15) days of occasional teaching. The probationary period must be completed within two (2) years from the date of hire.
- 24.12 The Board agrees to provide Occasional Teachers with access to computers in the schools for instructional purposes and/or to access the Employee Portal.
- 24.13 The Labour-Management committee shall consist of three (3) union representatives and up to three (3) Board representatives and will meet a minimum of two (2) times each school year and at the request of either party to discuss issues of concern identified by either party.
- 24.14 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.
- 24.15 In the event of severe weather conditions which results in the cancellation of buses, Occasional Teachers will be expected to make a reasonable effort to report to work. If an Occasional Teacher in the affected areas of cancellation is unable to report to work because of weather conditions, they will notify their immediate supervisor as soon as possible. It is expected that the Occasional Teacher will continue to make reasonable efforts throughout the day to report to the work site or to an alternate work site. There will be no loss of pay or sick leave provided the Occasional Teacher has complied with the requirements of the foregoing.
- 24.16 A Long-term Occasional Teacher who has been reassigned or is no longer able to access employment pending the outcome of an investigation shall be paid regular earnings during the investigation period for the original duration of the long-term occasional assignment.

Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.

For the Board

Frank A. Palumbo
Nicki Sun

For the Union

[Signature]
[Signature]

ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

ARTICLE 28 – ACCESS TO INFORMATION

- 28.1 An Occasional Teacher will have access to ~~the Human Resources 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 ~~Superintendent~~/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. Where an Occasional Teacher authorizes in writing access to ~~their personnel~~ ~~the Human Resources personnel~~ file by the Union acting on the member’s behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 28.5 Nothing adverse shall be inserted into ~~the an Occasional Teacher’s personnel~~ ~~Human Resources personnel~~ file prior to 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.
- 28.7 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.

Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.

For the Board

Frank A. Plumbo
Nicki Sun

For the Union

[Signature]
[Signature]

ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

ARTICLE 31 – GRIEVANCE AND ARBITRATION

The following process applies exclusively to grievances on local matters. In accordance with the School Boards Collective Bargaining Act central matters may also be grieved locally, in which case local grievance processes will apply.

General

- 31.1 A grievance shall be defined as a matter arising from the interpretation, administration, or 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 of 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 within 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) Extensions

- 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.

e) A grievance regarding the dismissal of an employee may be initiated at Step 2 of the Individual Grievance Procedure.

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(s) 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) Extensions

- i) Time restrictions are mandatory but may be extended if mutually agreed upon. 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 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.

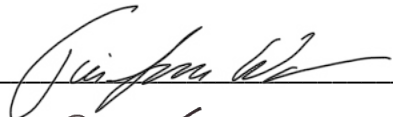
Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.


For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

ARTICLE 32 – TERMS OF AGREEMENT

- 32.1 This agreement shall be in force from September 1, ~~2019~~ 2022 to August 31, ~~2022~~ 2026 and shall continue from year-to-year thereafter, unless either party serves notice to renegotiate the terms of this agreement as provided herein.
- 32.2 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.
- 32.3 Either party to this collective agreement may, within the period of one-hundred 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.


Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.


For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

LETTER OF UNDERSTANDING #1

BETWEEN

Elementary Teachers’ Federation of Ontario

Algoma Occasional Teacher Local

(hereinafter called “the Local”)

AND

Algoma District School Board

(hereinafter called “the Board”)

The Board and the Local agree as follows:

1. French assignments will be called out prior to all other assignments via the Apply to Education Easy Connect (or replacement system) (hereafter collectively referred to as ATE). These calls shall begin at 4:30 p.m., Sunday to Thursday throughout the school year. This call out shall run until completion but not later than 5:00 p.m.
2. All other calling of Occasional Teachers for short-term occasional teaching assignments shall commence at 5:00 p.m. Sunday to Thursday throughout the school year, and shall run until completion, but no later than 8:00 p.m. Calling out of Occasional Teachers shall resume the following morning at ~~6:30 a.m.~~ 6:00 a.m. and shall run until completion, but no later than ~~12 p.m.~~ 2:00 p.m. French assignments shall be called out as per the process in paragraph 1.
3. The Job Board function of Apply to Education shall only be used on the same day of the assignment and only after the assignment has been offered to members through the regular call out process as per paragraphs 1 and 2.
4. ATE’s Manual Fill function may be used if a Contract Teacher is absent for consecutive days. This may also occur only if consistent with Article L14.4.
5. An Occasional Teacher may indicate by May 31 each year any subjects, programs, and/or divisions that the Occasional Teacher is willing to teach beyond the subjects and divisions for which the Occasional Teacher is qualified. The Board shall make the process known and the form available to all Occasional Teachers and the ETFO Local no later than twenty (20) days prior to the due date.


6. The maximum number of Occasional Teachers on the Occasional Teacher Roster shall be ~~175~~ 180. Should there be an urgent need for adjustment to this maximum during the life of the collective agreement, the parties shall meet to discuss temporary changes that may be implemented until local bargaining occurs. Any such temporary changes may only be made by mutual agreement and no party shall unreasonably withhold consent.


7. The Local President, or designate, shall be provided with Long-Term Occasional Teacher postings through administrative access to Apply to Education, including, but not limited to:
 - a. The position or subject;
 - b. School;
 - c. When the position was posted and closed;
 - d. Long-term Occasional posting applicant lists ~~and their status on the LTO List;~~
 - e. Dates of applications;
 - f. Interviewed candidates;
 - g. Successful candidate;
 - h. Hire date.

8. Any dispute arising out of the interpretation, implementation, or application of this Letter of Understanding may be grieved under the collective agreement.

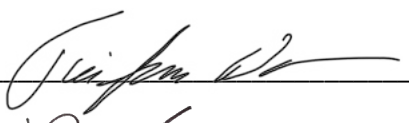
Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.

For the Board





For the Union





ALGOMA DISTRICT SCHOOL BOARD

And

(hereinafter “the Board”)

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
ALGOMA OCCASIONAL TEACHER LOCAL**

Representing

(hereinafter “the Union”)

TENTATIVELY AGREED TO:

**LETTER OF UNDERSTANDING #2
BETWEEN**

**~~Elementary Teachers’ Federation of Ontario
Algoma Occasional Teacher Local~~
(hereinafter called “the Local”)**


AND


**~~Algoma District School Board~~
(hereinafter called “the Board”)**

~~The Board and the ETFO Occasional Teachers’ Local will adhere to the Ontario Regulation 274/12, Education Act, Hiring Practices. The Board in consultation with ETFO will work to implement this legislation.~~

Signed this ___ day of November 2024 at Sault Ste. Marie, Ontario.

For the Board





For the Union

