

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA-CARLETON CATHOLIC DISTRICT SCHOOL BOARD

AND

**THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(OCCASIONAL TEACHERS)**

FOR THE PERIOD

SEPTEMBER 1, 1998

TO

AUGUST 31, 2000

ARTICLE 1 - DEFINITIONS

- 1:01 "Occasional Teacher", as defined under the Education Act shall mean that he or she employed by a board to teach as a substitute for a, permanent, probationary, continuing education or temporary teacher but,
- a) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
 - b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 1:02 "Casual Occasional Teacher" shall mean an Occasional Teacher employed by the Board to teach on a day-to-day basis.
- 1:03 "Long, Term Occasional Teacher" shall mean an Occasional Teacher who is required to teach for a period of sixteen (16) or more consecutive teaching days replacing the same teacher and who is employed to teach as a substitute for a permanent, probationary or temporary teacher pursuant to the conditions specified in 1:01 above.
- 1:04 In determining whether to grant a Long-Term Occasional Contract of Employment, the Board shall not regard Professional Development - Activity days, Board recognized holidays, school cancellations or partial day assignments as breaking the consecutiveness of the days involved.

ARTICLE 2 - RECOGNITION

- 2:01 The Board recognizes OECTA (thereafter referred to as the Association) as the bargaining agent for all Occasional Teachers employed by the Board.
- 2:02 The Board recognizes the Negotiations Committee of the Association as the official body to represent Occasional Teachers and to negotiate on their behalf.
- 2:03 The Association recognizes the Negotiations Committee of the Board as the official body to represent the Board and to negotiate on its behalf.
- 2:04 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Human Resources and the President of the Association.

ARTICLE 3 - NO DISCRIMINATION

3:01 There shall be no discrimination by the Board or by the Association against any Occasional Teacher because of membership or non-membership in any lawful union or because of lawful activity therein.

ARTICLE 4 - MANAGEMENT RIGHTS

4:01 The Association recognizes that it is the function of the Board to manage the affairs of the operation, to hire, to lay off, to suspend, to discipline employees and to direct the working forces of the Board, subject to the terms of this Agreement.

ARTICLE 5 - DENOMINATIONAL RIGHTS

5:01 No provision of this Collective Agreement shall be construed as to affect prejudicially the rights and privileges of the Board with respect to the Employment of teachers under the Education Act or the British North America Act, 1867 of the Constitution Act, 1982.

ARTICLE 6 - ASSOCIATION DUES

- 6:01 All Occasional Teachers of the Board covered by this Agreement must pay regular union dues as long as they remain members in good standing of the Association.
- 6:02 In every pay period, the Board shall deduct from each Occasional Teacher covered by this Agreement, the appropriate amount of dues as authorized by the Constitution of the Association.
- 6:03 The Association agrees to notify the Board in writing of the amount of dues to be deducted and to provide the Board with notification, in writing, at least four weeks prior to the pay period of any changes in the amount of Association dues.
- 6:04 Dues deductions made as in accordance with this Article shall be forwarded to the Provincial Secretary-Treasurer of the Association subsequent to each pay period. Such deductions shall be accompanied by a computer listing indicating the Occasional Teacher's name, Social Insurance Number and the amount of the dues deducted.
- 6:05 The Association agrees to indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

ARTICLE 7 - INFORMATION TO MEMBERS

- 7:01 The Board shall provide access to existing bulletin boards in each school upon which the Association shall have the right to post notices.
- 7:02 All correspondence between the Board and the Association arising out of this Agreement or incidental thereto, shall pass to and from the President of the Association and the Board's Superintendent of Human Resources or designate.
- 7:03 Upcoming long-term occasional teacher vacancies will be listed for seven calendar days prior to filling, for information purposes of OECTA Ottawa-Carleton Occasional Teacher unit members only, on the Board's website. Such vacancy listing shall be limited to maternity leave replacement and other reasons for replacement where the Board has at least three (3) weeks notice of the upcoming vacancy.

ARTICLE 8 - PROBATIONARY PERIOD/JUST CAUSE

- 8:01 The probationary period for Occasional Teachers shall be, for the period until such teacher has completed sixty (60) days of occasional teaching with the OCCDSB.
- 8:02 Pursuant to 8:01 it is understood and agreed by the parties that probationary employees may be removed from the Occasional Teacher list by the Board due to unsatisfactory performance and/or any other valid employment related reasons. Removal from the Occasional Teacher list shall be subject to due process and the grievance procedure. The Board shall provide the Local Unit with written notification of any teacher removed from the list.
- 8:03 Occasional Teachers who have completed their probationary period shall not be disciplined or discharged without just cause.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9:01 It is the mutual desire of the Board and of the Association that all complaints and grievances shall be adjusted as quickly as possible.
- 9:02 A grievance under this Agreement shall be defined as a difference or dispute by an Occasional Teacher or a group of Occasional Teachers or by the Board or by the Association which relates to the interpretation, application, administration or alleged violation of this Agreement which shall be processed in accordance with this Article.
- 9:03 The grievance shall stipulate the name of the grievor; shall identify the grievor's work location; shall outline the nature of the grievance; shall specify the date on or about which the incident giving rise to the grievance occurred, shall identify the specific clause which has allegedly been violated, misinterpreted or misapplied and the redress requested. The grievance shall be signed by the grievor and the Association President.
- 9:04 Any grievance which is not commenced or carried through to the next stage of the grievance procedure by the grievor within the time specified shall be deemed to have been abandoned, and no further action may be taken with respect to such grievance. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor shall have the right to pursue the grievance at the next step of the procedure.
- 9:05 It is mutually agreed that a grievance must be submitted within twenty (20) school days of the incident giving rise to the grievance or within twenty (20) school days after the teacher became aware or ought to have become aware of the circumstances giving rise to the grievance.

Step One

- a) The grievance must be submitted, in writing, to the Superintendent of Human Resources or designate.
- b) The Superintendent of Human Resources or designate shall give the grievor and the President of the Association, a decision to the grievance, in writing, within ten (10) school days.
- c) The Occasional Teacher may be accompanied to the meeting with the Superintendent of Human Resources and/or designate by a member of his/her local executive of the Ottawa-Carleton Local of OECTA Occasional or a representative of the OECTA Provincial Office.

Step Two

- a) Failing settlement pursuant to Step I, the Association shall have ten (10) school days from receipt of reply at Step I to process the grievance - to the Director of Education or designate.
- b) The Director or designate shall give his/her decision on the grievance in writing to the Association President within ten (10) school days after receipt of the grievance.

- c) Failing satisfactory settlement in Step Two, then, at the request of either party, in writing, the grievance may be referred to arbitration provided such request is made within ten (10) working days after the decision of the Board in Step Two has been rendered.
- d) The Occasional Teacher may be accompanied to any grievance meeting with Board officials by a member of his/her local executive of the Ottawa-Carleton Local of OECTA Occasional or OECTA Provincial representative.

ARTICLE 10 - ARBITRATION

10:01 An Arbitration Board shall be constituted and convened or, the following manner:

- a) The grievor and the Association President after exhausting the grievance procedure established by this Agreement, may notify the other Party, in writing, of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first Party's appoint to an arbitration board.
- b) The Party receiving the notice shall appoint its nominee within ten (10) days.

10:02 The two appointees so selected shall, within fifteen (15) days of' the appointment of the second of them or at some mutually agreed upon time, appoint a third person who shall be the Chairperson.

10:03 If the recipient of the notice fails to appoint an appointee within the time so limited, the appointment shall be made by the Minister of Labour or if the two appointees fail to agree upon a Chairperson within the time so limited, the Chairperson shall be appointed by the Minister of Labour.

10:04 The arbitration board shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the Parties and upon any Occasional Teacher affected by it. A decision of the majority shall be the decision of the arbitration board and if there is no majority, the decision of the Chairperson governs.

10:05 Each Party shall pay the costs of its appointee to the Board of Arbitration and the two Parties shall share equally the costs of the Chairperson.

10:06 The arbitration board shall have the authority to settle disputes under the terms of the definition of grievance as outlined in this Article and will. only interpret and apply this Agreement to the facts of the particular grievance involved. The Board of Arbitration cannot amend, alter or modify this Agreement, nor give any decision inconsistent with it, nor provide a remedy applicable to the time prior to the date of the filing of the grievance.

10:07 The Ottawa-Carleton Local of OECTA Occasional teachers may initiate a grievance, that is, a grievance on a matter which cannot be the subject of a grievance by an individual teacher, in writing at Step 11, using the same criteria identified in this article.

10:08 The Board may initiate a grievance beginning at Step II in writing, using the same criteria identified in this Article. Such grievance shall be submitted to the President of the Local of OECTA Occasional teachers.

10:09 Where the Parties agree, a common complaint by a group of Occasional teachers may be filed as a single grievance, using the same criteria identified in Article 10:03.

10:10 Notwithstanding the above procedures, a grievance may be subject to expedited arbitration pursuant to Section 49 of the Ontario Labour Relations Act.

ARTICLE 11 - ACCESS TO RECORDS

- 11:01 Upon giving prior notice to the Human Resource Department and in the presence of a member of the Human Resource Department, an Occasional Teacher shall be allowed to review his/her personal file and to request photocopies of part or all of its' contents. Such access time will be scheduled at a mutually convenient time. The Occasional Teacher shall have the right to respond in writing to any document contained in the file.
- 11:02 Documentation of a disciplinary nature shall not be placed on an Occasional Teacher's file without the Occasional Teacher's prior knowledge.

ARTICLE 12 - LEAVES WITH PAY FOR LONG-TERM OCCASIONAL TEACHERS

12:01 Sick Leave

Long-Term Occasional Teachers shall be entitled to two (2) days paid sick leave for each twenty (20) teaching days in the same assignment. Sick leave credits will be calculated on a pro-rated basis. Unused sick leave days may be carried over to other occasional teaching assignments provided such occasional teaching assignments are within the same school year. Long-term Occasional. Teachers will be required to repay the Board for any sick leave used but not earned.

12:02 Bereavement Leave

- a) Four (4) consecutive calendar days when required for the death of an immediate member of the family; that is father or foster father, mother or foster mother, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, provided the Long Term Occasional Teacher was scheduled to work.
- b) One (1) day when required for the death of the teacher's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, aunt, or uncle provided the Long-Term Occasional Teacher was scheduled to work.

12:03 Jury Duty or Subpoena

Term Occasional Teacher who is absent from a long-term occasional teaching assignment by reason of a summons to serve as a juror, or a subpoena as a witness in proceedings to which the Long-Term Occasional Teacher, is not a party or one of the persons charged, shall be paid his/her salary.

12:04 Communicable Disease

A Long-Term Occasional Teacher shall be entitled to the Long-Term Occasional Teacher's salary for the remaining period of a teaching assignment notwithstanding absence from duty where, because of exposure to communicable disease, the Long-Term Occasional Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending to his/her long-term occasional teaching duties.

12:05 Emergency/Compassionate Leave

A Long-Term Occasional Teacher whose assignment is three (3) months or longer may be absent from duty for up to two (2) days per year for emergency/compassionate reasons with prior approval of the Superintendent of Human Resources. Such leave will include parental reasons.

In the event of an emergency, the teacher will be required to submit the appropriate form within five (5) school days of the emergency for the Superintendent of Human Resource review.

ARTICLE 13 - OCCASIONAL TEACHER LIST

13:01 To be eligible for initial placement on the Occasional Teacher List the applicant must,

- a) hold a valid Ontario teacher's certificate or equivalent
- b) be in good standing with the Ontario College of Teachers
- c) provide all documentation required by Board policies and/or procedures
- d) be approved by the Board for placement on the list

13:02 Occasional Teachers shall notify the Human Resources Officer - Teaching in writing of any change of address, telephone number and/or availability required by the Board to contact the Occasional Teacher regarding teaching assignments.

13:03 The Board shall maintain an active Occasional Teacher List of no more than 35% of the Board's complement of regular Full-time Equivalent Teachers. The Board may add occasional teachers up to the maximum of the list at any time during the school year. Teachers on Long-Term Occasional Teacher contracts with external school Boards will be excluded from the above calculation.

13:04 The Superintendent of Human Resources may add Teachers to the list beyond the maximum specified in 13:03 above, in consultation with the Association, for specific needs identified by the Board.

13:05 Occasional Teachers whose names have been added to the list as a result of :04 above, shall be placed on the following years' Occasional Teacher List provided there are available spaces on the list as set out in 13:03.

13:06 The Board will provide by September 1 of every school year to every school an Occasional Teacher list of all qualified Occasional Teachers. The Board will also provide a monthly update to all schools of changes to the Occasional Teacher list. The Board shall provide a copy of such list and/or update to the President of OECTA Occasional Teachers.

13:07 The list of all qualified Occasional Teachers will show name, telephone number, address, basic and additional teacher qualifications, geographic an J assignment preferences, and any other information deemed relevant to the Board.

13:08 Each Occasional Teacher shall be assigned the equivalent. of the regularly scheduled supervision duties and workload of teachers being replaced. When an Occasional Teacher is assigned to a school, consideration shall be given to avoid assigning supervision at the beginning of the first day of the assignment in order to allow the Occasional Teacher an opportunity to orient himself/herself to the school.

13:09 The Board may grant an Occasional Teacher up to one year of leave of absence from the Occasional Teacher List for personal, maternity/parental and Association business reasons. Requests for such leave shall be in writing to the Superintendent of Human Resources or designate. Occasional Teachers returning from leave shall be placed on the list upon their return.

ARTICLE 14 - CALL OUT PROCEDURE

14:01 Occasional Teachers shall be called for assignments in accordance with Board procedure. A copy of the procedure will be forwarded to the Local President.

ARTICLE 15 - DAILY RATES OF PAY

15:01 The Board shall pay to Occasional Teachers in respect of each full day of employment as an Occasional Teacher with the Board the following rate of pay:

September 1, 1998 to February 28, 1999

Daily rate of pay as per respective collective agreements

Qualified with Degree:	Ottawa	\$ 137.71
	Carleton	\$ 137.48
Qualified without Degree:	Ottawa	\$ 127.86
	Carleton	\$ 123.73
March 1, 1999		\$ 142.00
September 1, 1999		\$ 145.00

15:02 An Occasional Teacher shall be paid for a full day of employment when replacing a full-time teacher and at the appropriate prorated amount of pay when replacing a part-time teacher.

15:03 Casual and Long-Term Occasional Teachers with the Board shall accumulate one month of teaching experience for every twenty (20) full-time days or equivalent of casual or long-term teaching. This experience shall be recognized in the event that the teacher is employed by the Board in a long-term assignment.

15:04 A Long-Term Occasional Teacher shall be paid a pro-rated salary based on the salary schedule of the Collective Agreement between the Board and O.E.C.T.A. according to qualifications and teaching experience and retroactive to the first day of the long term assignment. In addition, a Long-Term Occasional Teacher shall be subject to provision of the QECO placement provisions of the Collective Agreement between the Board and OECTA.

15:05 The vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation shall be deemed to be included in the rates of pay set out in 15:01 and 15:02 above.

15:06 After three (3) months of continuous employment, a long-term occasional teacher shall be paid an additional monthly sum in lieu of benefits. This sum will be \$30.00.

ARTICLE 16 - REPORTING PAY

16:01 An occasional teacher shall be compensated at the appropriate daily rate (pro-rated when applicable) he/she would normally have earned in the event that the occasional teacher has reported to a work assignment on a day the school assigned to has been closed by inclement weather, any other emergency or when as a result of an error on the part of the Board.

ARTICLE 17 - TRAVEL ALLOWANCE

17:01 A casual or long-term occasional teacher who replaces a teacher whose schedule requires him/her to travel to two (2) or more schools within the school day, will be reimbursed in the same manner as the teacher he or she is replacing.

ARTICLE 18 - RETROACTIVITY

18:01 All provisions in Agreement shall be effective on date of signing unless otherwise specified.

ARTICLE 19 - CONSULTATION COMMITTEE

- 19:01 A committee of three representatives of the Board and three (3) representatives of the Association shall meet as needed, but at least three (3) times a year.
- 19:02 The committee may deal with any matters of mutual concern not related to collective bargaining or grievance settlement.
- 19:03 The committee may discuss, but will not be limited to attrition patterns, hiring patterns, division and specialty needs and instructions to Principals.
- 19:04 Recommendations will be made to the Director of Education for consideration and response.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT DAYS

20:01 The Board shall provide the President of the OECTA Occasional Teachers with the school year calendar outlining the professional development days prior to the start of each school year. Occasional Teachers may, with the approval of the Superintendent of Staff Development, participate in Professional Development Days subject to availability of space and prior registration.

20:02 The President of the OECTA Occasional Teachers and the Superintendent of Staff Development shall meet annually to discuss professional development needs and opportunities for occasional teachers.

ARTICLE 21 - NO STRIKES OR LOCK-OUTS

21:01 The Board agrees that there shall be no lock-out of Occasional Teachers and the Association agrees that there shall be no strike so long as this Agreement continues to operate. Lock-outs and strikes shall only be as defined in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 22 - DISTRIBUTION OF AGREEMENT

22:01 Each Occasional Teacher shall receive a copy of this Agreement within sixty (60) days of the signing of this Agreement by the Board and the Association.

ARTICLE 23 - DURATION OF AGREEMENT

23:01 This Agreement, duly signed, shall have effect from the first day of September, 1998 and continue in force for a period of twenty-four (24) months to expire on August 31, 2000.

ARTICLE 24 - NOTICE OF RENEWAL

24:01 Either party hereto may give written notice to the other party on or after March 1, 2000 of its desire to negotiate for the renewal of this agreement. Negotiations for such renewal shall commence within thirty (30) days of notification.