

The Superior North Occasional OECTA Agreement 1998 - 2000

SOURCE	Union		
EFF.	98	09	01
TERM.	2000	08	31
No. OF EMPLOYEES	210		
NOMBRE D'EMPLOYES	210		

Superior h Occasional Collective Agreement

1998 - 2000

ARTICLE 1 - PURPOSE

1:01 It is the intent and purpose of the parties to this Agreement, hereinafter referred to as the "Agreement", to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment to provide for cost effectiveness and the highest quality of education service.

ARTICLE 2 - DEFINITIONS

- 2:01 a) "Teacher" shall mean an employee of the Board who falls within the term "teacher" as defined in Section 1 and Part X.I of the Education Act.
- b) "Occasional Teacher" as defined in Section 1.1 of the Education Act means a Teacher who is employed by the Board to teach as a substitute for a Teacher or a temporary Teacher who is or was employed by the Board in a position that is part of its regular teaching staff including continuing education Teachers but;
- i) if the Teacher substitutes for a Teacher who has died during a school year, the Teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- ii) if the Teacher substitutes for a Teacher who is absent from his or her duties for a temporary period, the Teacher's employment as a substitute for him or her shall not extend past the second year after his or her absence begins.
- c) "Casual occasional teacher" shall mean any occasional teacher employed by the Board to teach on a day-to-day basis.
- d) "Long-term occasional teacher" shall mean any occasional teacher who is employed in the same teaching assignment for a period of fifteen (15) or more consecutive teaching days as a replacement for a teacher employed under a permanent or probationary contract. It is understood that, upon the completion of a long-term occasional teacher assignment, the status of the occasional teacher shall revert to the casual occasional teacher's status.
- 2:02 a) Each long-term occasional teacher shall have a dated "Long-Term Occasional Contract of Employment" specifying the assignment, its duration. A true copy of such contract shall be rendered to the occasional teacher.
- b) In determining whether to grant a Long-Term Occasional Contract of Employment, the Board shall not regard professional development days, or Board recognized holidays, or Ministry designated days, or early school closing due to emergencies, as breaking the continuous service on the part of the occasional teacher.
- 2:02 c) In *the* event ~~that the~~ Long-Term Occasional teacher's Contract of Employment is to be terminated prior to the original termination date, the Long-Term Occasional Teacher shall be given five (5) teaching days notice.
- d) In the event that the Long-Term Occasional Contract of Employment is terminated by the occasional teacher prior to the original termination date, the Board shall be given **five** (5) teaching days notice in writing unless by mutual consent.

ARTICLE 3 - RECOGNITION

- 3:01 The Board recognizes the Ontario English Catholic Teachers Association as the exclusive bargaining agent for all Occasional Teachers on the Occasional Teacher List.
- 3:02 The Association recognizes the negotiation committee of the Board as the official body to represent the Board in the negotiation of a collective agreement.

ARTICLE 4 - SCOPE

4:01 All Teachers who are legally employed as Occasional Teachers, shall be covered by this agreement in respect of such Occasional Teacher employment.

ARTICLE 5 - ASSOCIATION SECURITY

- 5:01 All Occasional Teachers employed by the Board, or predecessor Boards, and on the Occasional Teacher list as of September 1, 1998, shall be members of the Association. The Board shall supply **the** Local Association by October 15th of each year with an up-to-date list of Occasional Teachers and their known addresses and telephone numbers as provided by the Occasional Teacher as well as updates semi-annually.
- 5:02 “Occasional Teacher List” means a list of all qualified Occasional Teachers who are approved by the Board, or predecessor Boards, for employment as an Occasional Teacher.

ARTICLE 6 -ASSOCIATION DUES

- 6:01 In every pay period, the Board shall deduct from each Occasional Teacher the appropriate amount of dues as authorized by the Constitution of the Association.
- 6:02 Dues deductions made as in Article 6:01 shall be forwarded to **the** Provincial Office of the Association. Such deductions shall be accompanied by a listing indicating the Occasional Teacher's name, Social Insurance Number and the amount of dues deducted. Dues will be deducted at the rate of 1.25% of the gross salary earned.
- 6:03 The Association agrees to indemnify and save the Board harmless against **all** claims or other forms of liability that may arise out of, or by reason of deductions made or payments made in accordance with this Article.

ARTICLE 7 - ASSOCIATION REPRESENTATION

7:01 The Board recognizes the Negotiating Committee of the Ontario English Catholic Teacher's Association Occasional Teacher Local, as the official body to represent the Occasional Teachers of the Board and to negotiate on their behalf. The negotiating committee shall be composed of not more than three (3) Occasional Teachers. The Association acknowledges that **the** negotiating committee must continue to perform their regular duties and that all activities of the committee are unpaid and will be carried on outside the regular working hours of the members thereof, unless otherwise mutually agreed.

ARTICLE 8 - MANAGEMENT RIGHTS

8:01 The local recognizes and acknowledges that the management of the Board's operations and direction of the employees are fixed exclusively in the Board, except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the local acknowledges that it is the exclusive function of the Board to:

- a) Maintain order, discipline and efficiency;
- b) Hire, classify, transfer, retire, direct, assign and to discharge or suspend or otherwise take disciplinary action for just cause with any Occasional Teacher provided that an Occasional Teacher who has not completed the probationary period may be terminated for any reason satisfactory to **the** Board;
- c) Make and enforce and alter from time to time rules and regulations to be observed by Occasional Teachers including:
 - i) the selection, number and assignment of employees,
 - ii) nature and quality of instructional programs,
 - iii) instructional duties and the subjects to be taught,
 - iv) assignment of responsibilities.
- d) Manage, maintain and operate a Roman Catholic school system in accordance with the relevant law of Ontario and regulations thereto and the policies of the Board.
- e) Establish the hours of school, the school year holidays observed and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations pertaining to Education in Ontario.

ARTICLE 9 - LEAVES OF ABSENCE

With Pay

9:01 The Board shall provide the following leaves-of-absence with pay for Long-Term Occasional Teachers:

- a) Two (2) days sick leave with pay for every twenty (20) days of teaching. The Board reserves the right to require proof of illness by a medical certificate for an illness of any length before any pay is granted.

Sick leave credits accumulated during a Long Term Occasional Assignment shall be carried over to another assignment provided the second assignment commences within the same school year as the termination of the previous assignment.

- b) Three (3) days bereavement leave due to a death in the Occasional Teacher's immediate family who shall be children, spouse, grandparent, grandchildren, parent, sibling, father or mother-in-law, son or daughter-in-law, brother or sister-in-law.

Without Pay

9:02 An occasional Teacher who, because of maternity, paternity, adoption of a child, or Association business for the President, becomes unavailable for assignment, shall notwithstanding be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for such maximum length of time as herein provided:

- i) pregnancy leave in accordance with the Employment Standards Act of Ontario
- ii) parental leave in accordance with the Employment Standards Act of Ontario
- iii) illness - 10 months
- iv) association business for the President - for up to three (3) days in one year

9:03 The Director shall be notified as soon as the condition or circumstance becomes known to the Occasional Teacher which would necessitate leave under 9:02, and such documentation deemed necessary by the Director of Education shall be provided by the Occasional Teacher.

9:04 An Occasional Teacher shall be available for assignment following the period of leave outlined in Article 9:02 or shall be deemed to have resigned.

9:05 Any Occasional Teacher becoming unavailable for assignment pursuant to 9:02 shall inform the Director of the date of commencement of and return from the period of unavailability.

ARTICLE 10 - POSTING

- 10:01 The Association may post notices of interest to its membership on the bulletin boards located at the Board's schools, where the notices are reasonable and consistent with other parties' use of such bulletin boards.
- 10:02 All correspondence between the Board and the Association arising out of this Agreement, of incidental thereto, shall pass to and from the Secretary of the Board and the President of the Association.

ARTICLE 11- POSTING OF PRE-SCHEDULED LONG TERM OCCASIONAL POSTINGS

- 11:01 When a regular classroom Teacher employed with the Board is pre-scheduled to be absent from teaching duty for a period of at least fifteen (15) teaching days, the Board may replace **the** Teacher with a Long Term Occasional Teacher. The Board shall post **the** position on bulletin boards in all schools. Teachers on the Long Term Occasional Teaching roster shall be afforded an interview upon applying for any Long Term Occasional Teaching position shall be given consideration pending suitable qualifications.
- a) On a yearly basis, every Occasional Teacher who has been on the Occasional Teacher List for one year or more shall be given opportunity to indicate in writing an interest for Long Term Occasional assignments. It is understood that Occasional Teachers will apply in response for each Long Term Occasional Teaching posting if interested.
 - b) The Board shall place the names on a Long Term Occasional "Roster". The Roster shall be forwarded to the Association President.
- 11:02 All job postings shall be for a period of five (5) working days. A copy shall be mailed to the President of **the** local OECTA Teachers Association and to the President of the Occasional Teachers Association.
- 11:03 Should the Board not receive applications from such Occasional Teachers or if the Board does not find a suitable candidate from within the applicants, then the Board may fill the position at its discretion.
- 11:04 Postings which occur during July and August shall be posted in the Board Office and mailed directly to the Association President. Occasional Teachers are invited to call regularly to inquire about availability of positions.
- 11:05 An Occasional Teacher with a part time Long Term Occasional assignment shall remain active on the Occasional List in a part time capacity. The onus is on the Teacher to inform the Board of the times and/or days of availability for Casual Occasional Assignments.
- 11:06 Where a regular classroom teacher has been absent from their duties for fifteen (15) consecutive days, and the absence was not pre-scheduled, the Occasional Teacher who replaced the Teacher shall, if the Board decides to replace with a Long Term Occasional Teacher, be afforded an interview upon application for the Long Term Occasional Teaching position pending suitable qualifications.
- 11:07 The Board shall acknowledge, in writing, every application from Occasional Teachers who apply for any Long Term assignment. The acknowledgment shall indicate that the Board received the application and that the Teacher shall or shall not be granted an interview.

ARTICLE 12 - NO DISCRIMINATION

12:01 There shall be no discrimination by the Board or the Association or any Occasional Teacher against any Occasional Teacher because of membership in the Association or participation or non-participation in lawful activities of the Association.

ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION

- 13:01 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which may arise from time to time.
- 13:02 (a) A grievance shall be defined as a complaint by an Occasional Teacher, a group of Occasional Teachers, **the** Association or the Board relating to the interpretation, application, or administration of **the** Agreement, or an allegation that this agreement has been contravened.
- (b) (i) Individual Grievance: A grievance lodged by an individual Occasional Teacher.
- (ii) Group Grievance: Where more than one Occasional Teacher has a grievance arising from the same set of circumstances, such grievances may be combined and submitted collectively as a group grievance. Group grievances shall commence at Step 2 of the Grievance Procedure.
- (iii) Policy Grievance: a grievance submitted by the Board alleging a violation by the Association, their officers, an Occasional Teacher or a group of Occasional Teachers or a grievance submitted by the Association which is not an individual or group grievance and which affects a majority of the Occasional Teachers. A policy grievance by the Board shall commence at Step 3 and the executives of the Local Bargaining Unit shall be substituted for the Board in the Step. A policy grievance by the Association shall commence at Step 2.
- 13:03 A grievance, to be acceptable under this Agreement, shall be in writing, shall specify the Article or Articles allegedly violated, shall contain a precise statement of facts relied upon, shall indicate the relief sought and shall be signed by the grievor.
- 13:04 Any notice required under this Article shall be in writing, by Registered Mail or personal delivery, to the parties at their respective mailing addresses.
- 13:05 Time limits specified in this Article must be honoured and may be amended only by written mutual agreement of all parties. Failure of the Board, in the case of a grievance initiated by the Board, or failure by the Association, in the case of a grievance initiated by the Association or an Occasional Teacher, to abide by the time limits for processing the matter through the grievance process or to arbitration shall deem the matter abandoned.
- 13:06 **Step 1 -Informal Stage:**
- (a) The Occasional Teacher having a complaint arising out of this agreement shall first discuss the complaint with his/her Principal or immediate supervisor. The Occasional Teacher must submit a written summary of the complaint to the Principal.
- (b) The complaint must be received within twenty (20) school days after the Occasional Teacher became aware, or would reasonably have been expected to become aware, of the circumstances giving rise to the complaint.
- (c) The complainant may be accompanied by a representative of his/her Local Bargaining Unit.

- (d) The Principal or immediate supervisor shall reply, in writing, within fifteen (15) school days after receipt of the complaint. Failing satisfaction with the reply, or upon the failure of the Principal or immediate supervisor to reply within the time specified, the complaint shall become a grievance and may be processed to Step 2.

13:07 **Step 2 -Formal Stage:**

- (a) If the grievance is unresolved at Step 1, then within ten (10) school days of either the reply or the time permitted for the reply if the Principal or immediate supervisor did not reply, the grievance shall be submitted, in writing, to the Director of Education.
- (b) In the case of a group grievance or Association policy grievance, the grievance shall be submitted in writing, to the Director of Education or his/her designate within fifteen (15) school days of the incident giving rise to the grievance. The complainant may be accompanied by a representative of his or her local bargaining unit.
- (c) The Director of Education shall reply, in writing, within fifteen (15) school days of the receipt of the grievance. Failing satisfaction with the reply, or upon failure of the Director to reply within the time specified, the complaint may be processed to Step 3.

13:08 **Step 3 -Board Stage:**

- (a) Failing satisfaction with the reply in Step 2 above, then within ten (10) days of either the reply or the time permitted for the reply if the Director of Education did not reply, the grievance shall be submitted to the Director of Education to be submitted to the Committee of the Whole of the Board of Trustees. The grievance shall be presented to the next scheduled Committee of the Whole provided it is received by the Director seven (7) calendar days prior to the delivery of the agenda for that Committee of the Whole meeting and to the following Committee of the Whole meeting if is not.
- (b) In the case of a Board policy grievance, the grievance shall be submitted, in writing, within fifteen (15) school days of the incident giving rise to the grievance.
- (c) The griever may be accompanied by up to three (3) representatives of the Association.
- (d) The Board shall reply in writing within ten (10) school days following the meeting. Failing satisfaction with the reply, or upon failure of the Board to reply within the time specified, the complaint may be processed to Step 4 Arbitration.

13:09 **Step 4 -Arbitration:**

- (a) After having exhausted the Grievance Procedure in Step 1, 2 and 3 above, the griever may, within ten (10) school days following receipt of the reply in Step 3 above, or within ten (10) school days following the time permitted for a reply in Step 3 above in the event the Board does not reply, notify the other party, in writing, of its intention to submit the matter to arbitration.
- (b) The recipient of the notice shall, within seven (7) school days of the notice of submission to arbitration, inform the other party of the name of its appointee to the arbitration board.

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- (c) Where two appointees are so selected they shall, within seven (7) school days of the appointment of the second of them, appoint a third person who shall be the chairperson.
- (d) If the recipient of the notice fails to appoint an arbitrator or the two appointees fail to agree upon a chairperson within the time limited, the appointment shall be made by the Office of Arbitration upon the request of either party.
- (e) Each party may be represented at the arbitration by a representative of its choice.
- (f) The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.
- (g) The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.
- (h) The arbitrator or arbitration board, as the case may be, shall not by his/her or its decision add to, delete from, modify, or otherwise amend the provisions of this Agreement.
- (i) Each of the parties shall bear the fees and expenses of its appointee to the arbitration board and shall share equally the fees and expenses of the chairperson.
- (j) Unless mutually agreed otherwise by both parties, the place of an arbitration hearing shall be at a location within the jurisdiction of the school board, or in the City of Thunder Bay, Ontario.
- (k) Each of the parties shall bear the costs incurred by their own witnesses. In the event that a witness for the Occasional Teacher(s) must be absent from school, the Association(s) or grievor(s) shall reimburse the Board for the costs incurred for occasional Teacher(s).
- (l) If one of the parties attending the hearing decides to cancel the hearing without notifying the other party within forty-eight (48) hours prior to the hearing, the party canceling the hearing shall bear the cost of said hearing.

13:10 The parties may by mutual agreement in writing agree to substitute a single Arbitrator for the tripartite Board of Arbitration at the time of reference to arbitration. In the event the parties agree to a sole Arbitrator, the parties shall have seven (7) calendar days to appoint a chairperson after having exhausted the grievance procedure in Step 1, 2 and 3 above, failing which the appointment shall be by the Office of Arbitration, upon the request of either party.

ARTICLE 14 - ACCESS TO RECORDS

- 14:01 a) In accordance with the Municipal Freedom of Information and Protection of Privacy Act, an Occasional Teacher shall have access during normal business hours to the Occasional Teacher's personal file upon request to the Director.
- b) An appropriate Board official shall **be** present when **an** occasional teacher reviews the files and the occasional teacher may **be** accompanied by an individual of the occasional teacher's choice.
- c) If an occasional teacher disputes the contents of information in the file, the Occasional teacher can request in writing to have the information corrected or to have specific material removed. The Board shall have 30 calendar days to respond to the request.
- 14:02 Any Occasional Teacher, who is or has been assigned a Long Term occasional posting, living beyond the fifty (50) kilometer radius of the Board office may request in writing to see his/her personnel file and such file will be delivered by the Board to the Teacher's school, or a mutually agreeable location, as soon as practicable following the request.

ARTICLE 15 - OCCASIONAL TEACHER LIST

- 15:01 The Board shall establish an occasional teacher list.
- 15:02 Each school will maintain an Occasional Teachers list.
- 15:03 To be eligible for inclusion on the Occasional Teachers' List, an Occasional teacher must satisfy the requirements of the Education Act and its regulations and Board Policy on Statement of Expectation.
- 15:04 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification and any other documentation required by **the** Board. Interviews, if any, of candidates for the Occasional Teachers' List shall take place at a mutually agreeable time and location.
- 15:05 In order for an Occasional Teacher to be accepted for placement on the Occasional Teachers' List, the Occasional Teacher shall:
- a) Select a geographic area or geographic areas of not greater than 32 kms.
 - b) State basic qualification and additional qualifications.
- 15:06 All Occasional Teacher work in the Board shall be assigned to Occasional Teachers on the Occasional Teachers' List. When qualified teachers from **the** Occasional List are not available, or when a special qualification is needed, the Board may assign the work to others.
- 15:07 The Board will endeavour to distribute casual occasional assignments in a given year equitably to as many Occasional Teachers as possible providing the Occasional Teachers have the proper qualifications and, in the opinion of the Board, the instructional needs of the pupils can be met.
- a) Work shall be distributed on a rotational basis of alphabetical order on the school occasional Teacher List.
 - b) Both calls on rotation and calls arising from special requests must come through the Principal responsible for assignments. Calls for special request shall be approved by the Director.
 - c) Special requests may be assigned outside the alphabetical order but occasional teachers assigned to such shall be skipped in the next rotation.
- 15:08 Occasional teachers shall give written notification to the Director of any change of address, telephone number or proposed changes to assignment criteria. There shall be an onus on the occasional teacher to reactivate his/her name on the Casual Occasional Teachers' List each school year by August 15 by completing a form provided by the Board. Such form shall be available in each school by June 15.
- 15:09 A casual occasional teacher who refuses three (3) or more assignments within forty (40) school days and does not provide reasonable grounds for refusing such assignments or who cannot be contacted for assignment during a period of forty (40) school days shall be deemed to have resigned from the list.

For clarity it is understood that reasonable grounds for refusing an assignment may include **the** following: unexpected illness, a death in the family or of a close friend, an alternative teaching assignment or an unexpected appointment that can not be cancelled.

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- 15:10 The written record of the Casual Occasional Teaching Assignment shall be conclusive evidence as to whether or not the Casual Occasional Teacher accepted or rejected the assignment. When the Casual Occasional Teacher disputes the evidence, the teacher shall be entitled to provide in writing to the Director of Education his/her comments.
- 15:11 Each school will be responsible for maintaining accurate and complete records of occasional teacher assignments to be submitted by June 15th to **the** Board Office for record retention.

ARTICLE 16 -WORKING CONDITIONS

- 16:01 Notwithstanding extraordinary circumstances, each Occasional Teacher shall **be** assigned the scheduled supervision duties and work load **of** the Teacher being substituted.
- 16:02 Each Occasional Teacher is not required to stay beyond 15 minutes after classes unless in the case of an emergency.

ARTICLE 17 - RATES OF PAY

17:01 Effective upon ratification of this contract, the Board shall pay \$114.00 per day plus 4% vacation pay to casual occasional teachers, in respect of each full day of employment as an occasional teacher.

Effective September 1, 1999, the Board shall pay \$130 per day plus 4% vacation pay to Casual Occasional Teachers, in respect of each full day of employment as an Occasional Teacher.

The daily rates shall be prorated for a part day worked.

17:02 A Long Term Occasional Teacher shall be placed on the current salary grid established between the Board and the OECTA Geraldton/Longlac and North of Superior Bargaining Units. It is understood that the Long Term Occasional Teacher shall be placed on the grid of the applicable Unit based on the school in which they are assigned.

17:03 Casual occasional teachers will be paid on the 15th day of the month following in which the work was performed.

17:04 Long Term Occasional Teachers will be paid bi-weekly.

17:05 After six (6) consecutive months on a full-time Long Term Occasional assignment, the Board will pay the Long Term Occasional Teacher \$30 in lieu of benefits for each consecutive month worked thereafter in that assignment.

ARTICLE 18 - ALLOWANCE FOR EXPERIENCE

18:01 In calculating experience, periods of four (4) or more successive complete teaching months shall be added together. The resulting number of months divided by ten (10) shall be calculated as years of experience. A remainder of six (6) or more months shall be calculated as one (1) year of experience.

The experience for any assignment which is less than full-time shall be pro-rated accordingly.

18:02 Salary adjustments for experience shall be made on September 1 of each **year**.

ARTICLE 19 - REPORTING PAY

- 19:01 a) **An** Occasional Teacher who reports for a half-day assignment and who is not required, shall report to the Principal and the Principal shall assign professional duties for one-half (1/2) day and shall **be** paid for one-half (1/2) day provided the Occasional Teacher accepts the assignments given by the principal for that half day.
- b) **An** Occasional Teacher, who reports for a full-day assignment, and who is not required shall report to the Principal and the Principal shall assign professional duties for the day and shall be paid for one (1) day, provided the Occasional Teacher accepts the assignment given.

ARTICLE 20 - DURATION OF AGREEMENT

20:01 Save as otherwise set out, this Agreement shall become effective September 1, 1998 and shall remain in effect until August 31, 2000, and shall automatically continue in effect unless either party notifies the other in writing within the month of January in the year in which the agreement expires of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within thirty **(30)** days of notification or within such further period as the parties may mutually agree.

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ARTICLE 21 - DISTRIBUTION OF AGREEMENT

21:01 The Board will print and distribute a copy **of** this agreement to each school and the President of the Local Unit. The cost **of** any additional copies shall **be** shared by the Board and the Unit.

ARTICLE 22 - JUST CAUSE-DISCIPLINE& DISMISSAL

- 22:01 No Occasional Teacher who has actually worked seventy (70) teaching days or more shall be discharged without just cause.
- 22:02 The discipline or discharge of an Occasional Teacher who has worked **less** than seventy (70) teaching days shall be solely in the discretion of the Board and said Occasional Teacher shall have no recourse to the Grievance and Arbitration procedures.

ARTICLE 23 - PRIORITY HIRING

23:01 In the event the Board is in a position to hire a permanent/regular classroom teacher, the Board shall give consideration to all qualified Occasional Teachers who apply, before a Teacher is hired from outside the Board.

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LETTER OF UNDERSTANDING

EFFECTIVE DATE OF IMPLEMENTATION

Unless otherwise specified, all articles contained within this agreement shall become effective upon ratification.