

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

THE METRO OCCASIONAL TEACHERS' LOCAL

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

September 1, 1998 – August 31, 2000

COLLECTIVE AGREEMENT

between

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

and

THE METRO OCCASIONAL TEACHERS' LOCAL

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

September 1, 1998 - August 31, 2000

CHANGES TO AGREEMENT IN BOLD TYPE FACE

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THIS AGREEMENT made as of the 7th day of May , 1998

B E T W E E N :

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

- and -

THE METRO OCCASIONAL TEACHERS' LOCAL
ONTARIO ENGLISH CATHOLIC TEACHERS'S ASSOCIATION

(hereinafter called the "Association")

OF THE SECOND PART

ARTICLE 1
DEFINITIONS

1.01(a) **Teacher shall mean a person who is a member of the Ontario College of Teachers and who is employed by the Board to teach in a school but does not include a supervisory officer, a principal or a vice-principal.**

(b) **Occasional teacher means a teacher who is employed by the Board to teach as a substitute for a teacher or 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 the 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 the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.

(c) **Long term occasional teacher shall mean an occasional teacher who has been given an assignment lasting 20 or more school days and who has received a letter of appointment to such assignment.** In determining whether to grant a **long term occasional** contract, the Board shall not regard Professional Development days or days spent at Association-Board negotiations to the extent allowable under 6.03 or statutory holidays as breaking the consecutiveness of the teaching days involved, but neither a Professional Development Day nor a statutory holiday shall be regarded as a teaching day.

1.01(e) **“Local Executive” – elected officers of the Local, which for purposes of representation may include the bargaining agent representative.**

1.02 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE 2
RECOGNITION

2.01 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board in its schools in the **City** of Toronto.

2.02 No teacher as defined in Article 1.01(a) shall be covered by this Agreement. However, a person who is employed by the Board as a teacher in respect of part-time employment, and who is accepted by the Board for additional employment as an occasional teacher, shall be covered by this Agreement in respect of such occasional teaching employment.

2.03 All occasional teachers employed by the Board shall become members of the Association.

ARTICLE 3
MANAGEMENT RIGHTS

3.01 The association acknowledges that it is the exclusive function of the Board to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend, or otherwise discipline occasional teachers **for just cause** subject to the provisions of this Agreement;
- (iii) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement governing the conduct of the Occasional Teachers; and
- (iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.

3.02 The Association also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this Agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the British North America Act, section 93.

ARTICLE 4

NO CESSATION OF WORK

4.01 Neither the Association nor any occasional teacher, shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Association through its officers and representatives will instruct the occasional teachers involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the Occasional Teachers. "Lockout" shall be as defined in the Labour Relations Act.

4.02 Notwithstanding the foregoing, Occasional Teachers may strike and the Board may lock out Occasional Teachers in accordance with the provisions of the Labour Relations Act.

ARTICLE 5

ASSOCIATION SECURITY

5.01 In every pay period in which an occasional teacher receives a pay cheque, the Board shall deduct from such pay the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.

5.02 Dues deductions made as in Article 5.01 shall be forwarded to the Secretary-Treasurer of the Association. Such deductions shall be accompanied by a list indicating the occasional teacher's name, Social Insurance Number and the amount of the dues deducted.

5.03 The Association shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions authorized by the Association.

5.04 On or about the 15th day of each month during the school year, the Board will provide the Local Association with a computer listing containing the addresses and telephone numbers of all occasional teachers on the Board's Occasional Teachers List as of the end of the previous month, who do not object to the release of such information.

5.05 The Board will provide each new occasional teacher, at the time of hiring, with a copy of the most recent Collective Agreement. Further, the Board agrees to present, at the time of hiring, each new occasional teacher with a Letter of Introduction to the Association. The said letter will be provided by the Association, and must be acceptable to the Board.

ARTICLE 6

ASSOCIATION REPRESENTATION

6.01 The Association may appoint or otherwise select a bargaining committee which shall be composed of not more than five (5) occasional teachers. Such committee shall represent the Association in all negotiations with the representatives of the Board for a renewal of this Agreement.

6.02 Members of the bargaining committee who attend negotiation meetings with the Board at times when they would otherwise be performing occasional teaching duties for the Board, or would otherwise be available to be called in for occasional teaching duties, shall be entitled to receive the appropriate daily rate for Occasional Teachers for each day spent attending such meetings. The Association shall notify the Board in writing of the names of its officers and members of the bargaining committee and of any changes therein from time to time. Attendance at negotiations meetings shall not interrupt an assignment.

6.03 Notwithstanding Article 6.02 above, the Board shall not be obliged to pay members of the bargaining committee for any more than 32 days in the aggregate for time spent in attending negotiation meetings with the Board.

6.04 The Board shall pay up to two (2) executive members of the Association who attend the following meetings on behalf of the Association:

- (i) Association/Management meetings provided for in clause 9.01;
- (ii) Grievance Committee meetings provided for in clauses 10.03(c) and 10.04;
- (iii) Performance Review Committee meeting provided for in the Letter of Intent; and
- (iv) other meetings when requested by the Board or when requested by the Association and agreed to by the Board.

for one (1) day at the rate the member would have ordinarily received if the individual had been called to work on that day. The payment shall apply only to meetings held between 9:00 AM and 3:30 PM on school days.

If such meetings last for only one half (1/2) day or *less*, the member shall be paid for one (1) day for the first 15 such occurrences in any one school year. In the event that there are 16 or more occurrences in any one school year, the Association shall reimburse the Board for one half (1/2) day.

ARTICLE 7
OCCASIONAL TEACHER LIST

7.01(a) The Board's Occasional Teachers' List shall mean the total of any sub-lists kept by the Board.

7.01(b) The Board will establish a Long Term Occasional Roster which will include the names of all occasional teachers approved by the Board for long term occasional positions. The Board will endeavour, as much as possible to staff long term occasional positions from this list. This list will be updated continuously and published from time to time but at least twice a year. A copy of the list will be provided to the Association.

7.02 Eligibility for inclusion on the Occasional Teachers' List will be determined in accordance with the Education Act and its Regulations.

7.03 Prior to being placed on the Occasional Teachers, List, an applicant must submit proof of certification and all other required documentation.

7.04 At the time an occasional teacher is accepted for inclusion on the Occasional Teachers, List, the occasional teacher must select from among the geographic areas or schools designated as available by the Board, and such occasional teacher shall then be placed on the sub-list for the appropriate geographic area or schools. Notwithstanding the occasional teacher's selection of a particular geographic area or schools, the Board may request an occasional teacher to work in another geographic area or schools if required.

If the Board does so request, it shall first make these requests to occasional teachers who have indicated readiness to travel beyond their geographic area or selected schools.

7.05 During the school year, an occasional teacher may request to be moved from the geographic area or schools selected in 7.04. The written request to be moved shall be made to the Assistant Superintendent of Education, Personnel and where possible and practicable, the Board will endeavor to accommodate such a request.

7.06 Occasional teachers shall notify the Personnel Department of the Board, in writing, of any change of address and/or telephone number required by the Board to contact the occasional teacher regarding teaching assignments.

7.07 An occasional teacher who is included on the Occasional Teachers' List shall be available for assignment or otherwise provide reasonable grounds for refusing such assignment.

7.08 An occasional teacher who refuses three or more assignments within a period of twenty (20) school days and does not provide reasonable grounds for refusing

such assignment or who cannot be contacted for assignment during a period of twenty (20) school days shall be deemed to have resigned from the Occasional Teachers' List.

7.09 (a) In the event an occasional teacher is suspended or removed from the Occasional Teachers, List for disciplinary reasons or the occasional teacher has been advised by the Superintendent of Personnel or designate that suspension or removal is being considered, the occasional teacher may request a meeting with the Superintendent of Personnel or designate to discuss the matter provided such request is made with reasonable promptness. At any such meeting, the occasional teacher may be accompanied by **a member of the local executive.**

(b) In the event an Occasional Teacher is suspended or removed from the Occasional Teacher List due to Children's Aid Society or police investigation or other reasons, the Board shall promptly inform the Occasional Teacher of such.

Upon reinstatement to the Occasional Teacher List, the Board shall promptly inform the occasional Teacher of such.

7.10 An occasional teacher who is elected to the position of President of the Association shall, if the duties of the office are such that the occasional teacher is required to be unavailable for assignment, be retained on the Board's Occasional Teachers' List in an inactive status during the period of such unavailability but not for longer than one school year at a time.

7.11 (a) The Association may, if it so chooses, designate up to 3 teachers to assist in Association business. if such occasional teacher thereby becomes unavailable for assignment, that occasional teacher shall be retained on the Board's Occasional Teachers' List in an inactive status during the period of such unavailability but not for longer than one school year at a time.

(b) Upon written request by the Association, given not less than five working (5) days in advance, the Board shall grant a leave of absence for up to three (3) representatives designated by the Association, provided:

- (i) such leave is without pay or benefits;
- (ii) such leave is for a period of four weeks or less;
- (iii) such leave does not Unduly interfere with the educational program; and
- (iv) all salary and benefits shall be paid by the Association and shall be administered by the Board through the normal payroll process.

The time lines specified in 7.11(b) above may be waived by the Board for casual occasional teachers.

7.12 The Association shall notify the Board of the unavailability of an occasional teacher under either 7.10 or 7.11 above.

7.13 An occasional teacher, who because of illness, pregnancy, paternity, adoption of a child, full-time attendance at an accredited university, or other personal reason as approved by the Director of Education, becomes unavailable for assignment, shall be retained on the Board's Occasional Teachers' List in an inactive status during the period of such unavailability, provided that such teacher must be available for assignment during the school year next following the commencement of the period of unavailability to be retained on the Occasional Teachers' List.

7.14(a) Any occasional teacher becoming unavailable for assignment pursuant to 7.10, 7.11 or 7.13 above shall **make himself/herself unavailable through SEMS for the duration of the leave.**

7.14(b) **In addition, leaves lasting 20 school days or more shall be requested in writing to the Personnel Department. The request shall include the dates of commencement and of return from the leave.**

7.15 On a yearly basis an occasional teacher shall be given the opportunity to indicate whether the occasional teacher is interested in **long term occasional** teacher positions and/or Continuing Education assignments.

7.16 An employee who wishes to become a candidate for election to public office, other than trustee for this Board, may be granted a leave of absence without pay or other benefits, upon written request to the Director of Education in accordance with the policy of the Board (Policy H.M.25).

ARTICLE 8
NO DISCRIMINATION

8.01 There shall be no discrimination by the Board or the Association or any occasional teacher against any occasional teacher because of membership or non-membership in any lawful union or lawful activity therein.

ARTICLE 9

BOARD - ASSOCIATION MEETINGS

9.01 The Board agrees that representatives of its management will meet the officers of the Association periodically, but not more than four (4) times per year to discuss matters of mutual concern. The Association shall provide a proposed agenda with any request for such a meeting.

ARTICLE 10
GRIEVANCE PROCEDURE /ARBITRATION

Purpose

10.01 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.

Definitions

10.02 (a) A "grievance,, is a claim by any occasional teacher, group of occasional teachers, the Association, or the Board, relating to the interpretation, application or administration of this agreement, or is an allegation that this agreement has been contravened.

(b) The term "grievance committee" shall mean a committee consisting of two members of the Association appointed from time to time by the executive of the Association and two representatives of the Board, appointed from time to time by the Director of Education.

Procedure

10.03(a) Step One:

An occasional teacher having a grievance may, provided it is done with reasonable promptness, discuss such grievance with the Superintendent for Personnel, or designate, who shall give an oral reply to the occasional teacher within five (5) days after such discussion.

(b) Step Two:

If the occasional teacher initiating the grievance is not satisfied with the oral reply at Step One or if no reply is received within the time for reply set out in Step One, such teacher may, within five (5) days after the reply at Step One has been or should have been given, discuss the grievance with the President of the Association or designate, who may discuss the matter with the Superintendent of Personnel. The President or designate, as the case may be, will give an oral reply to the occasional teacher within five (5) days after such discussion.

It is understood and agreed that Step Two of the grievance procedure is inserted to ensure involvement of the occasional teacher's representative in the grievance, but failure to observe Step Two or any part thereof will not impede the processing of the grievance through the remaining grievance procedure.

(c) Step Three:

If the grievance is not satisfactorily disposed of at Step Two, the President of the Association, on behalf of the aggrieved occasional teacher, within ten (10) days after the reply at Step Two has been or should have been given, may require a meeting of the grievance committee by delivering the grievance in writing either personally to the Director of Education or by sending same to the Director by prepaid registered or certified post. The grievance committee shall convene within ten (10) days after such receipt of the grievance by the Director of Education if the grievance has been delivered personally, or within twelve (12) days after the grievance has been mailed by prepaid registered or certified post and shall seek to resolve the grievance. The aggrieved occasional teacher or a designate and a representative of the Board may make representations regarding the grievance. If the Grievance Committee is unable to resolve the grievance, the Director of Education shall, within five (5) days after the said meeting, deliver to the **Association** appointees to the Committee, the written reply of the Board to the grievance.

Direct Grievances and Group Grievances

10.04 A Grievance - arising directly between the Board and the Association or any grievance involving more than one occasional teacher, instead of following the procedure herein before set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.

Arbitration

10.05 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred by either the Association or the Board to arbitration.

10.06 The notice submitting to arbitration shall contain the name of the appointee to the arbitration board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its appointee to the arbitration board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a chairperson within the time limit, then in either such case the appointment shall be made by the Ministry of Labour upon the request of either party. No person may be appointed to the arbitration board who has participated directly in an attempt to settle the grievance.

10.07 The arbitration board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any occasional teacher affected by it. The decision of a majority of the Arbitration Board is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.

10.08 Notwithstanding section 10.07, the arbitration board established as above shall decide the grievance, any related questions, including any questions as to whether a matter is arbitrable, but shall have no power to alter, modify or amend this agreement, nor make any decision inconsistent therewith.

10.09 Each party shall pay the cost of its own appointee to the arbitration board and the parties shall share equally the cost of the chairperson.

10.10 Each party may be represented at the arbitration by the representative of its choice.

10.11 Unless otherwise specifically provided any notice required to be sent herein may be sent by prepaid registered or certified mail to the parties at their respective mailing addresses.

10.12 The term "days" when used in this Article shall mean, Monday to Friday inclusive through the year including July and August, but excluding school holidays as defined by the Ministry of Education in regulations made under the Education Act.

10.13 Any time limits fixed by this Article for the taking of action by either party or by any occasional teacher may at any time be extended by agreement of the representatives of the parties involved.

ARTICLE 11

ACCESS TO RECORDS

11.01 Upon written request to the appropriate Assistant Superintendent of Education, Personnel, an occasional teacher shall be entitled to peruse and receive a copy of any Principal's Report on Occasional Teachers and other documents in that occasional teacher's file except as precluded in the **Municipal** Freedom of Information and Protection of Privacy Act.

11.02 Upon acknowledging in writing receipt thereof, an occasional teacher shall be entitled to receive a copy of all such occasional teacher's evaluation reports and to add that occasional teacher's comments thereto. Such reply shall be made within ten (10) days of the original receipt of the evaluation reports and shall become a part of the occasional teacher's file.

11.03 If the Personnel Department receives a complaint from a student or the student's parent or a Board employee concerning an occasional teacher, the appropriate Board administrator shall discuss the complaint with the occasional teacher if the complaint or a memorandum thereof is to be placed in the occasional teacher's file.

11.04 Upon request by an occasional teacher, who has been continuously in the employ of the Board and who has not been the subject of a negative report for three years, the Board shall remove reports from the occasional teacher's file listed in 11.01, 11.02, and 11.03 above which have been in the file at least three years.

ARTICLE 12
SEPARATE SCHOOL SUPPORT

12.01 Every occasional teacher who is eligible to be a separate school supporter as provided in the Education Act shall become and remain a separate school supporter during the course of employment by the Board unless

(i) the occasional teacher resides outside the **City** of Toronto;

(ii) the separate school board to whose schools the occasional teacher would otherwise send the occasional teacher's child or children does not provide a program or specialized assistance required or advisable for such child or children;

(iii) such a program is part of the regular curriculum of this Board or such specialized assistance is provided by the Board, and

(iv) such required or advisable program or specialized assistance is provided by the public school board in the municipality in which the occasional teacher resides and would be available to such child or children.

ARTICLE 13
REMUNERATION

Casual Occasional Teachers

13.01(a) The Board shall pay to casual occasional teachers in respect of each day of employment as a casual occasional teacher with the Board, the following applicable rate of pay, and for each half day of employment, one-half of the following applicable rate:

Effective **September 1, 1998**

(i) Uncertified, without recognized university degree

| | STEP Basic Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|---|--------------------|--------------------------|-----------------|--------------|
| 0 | \$101.66 | \$3.05 | \$4.07 | \$108.78 |
| 1 | 103.08 | 3.09 | 4.13 | 110.30 |
| 2 | 104.53 | 3.14 | 4.17 | 111.84 |

(ii) Uncertified, with recognized university degree

| | STEP Basic Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|---|--------------------|--------------------------|-----------------|--------------|
| 0 | \$127.05 | \$3.81 | \$5.09 | \$135.95 |
| 1 | 128.84 | 3.87 | 5.15 | 137.86 |
| 2 | 130.64 | 3.92 | 5.22 | 139.78 |

Effective **September 1, 1998**

(iii) **Certificate or Registration and Qualifications from the Ontario College of Teachers, Interim or Restricted, without a recognized degree.**

Effective **September 1, 1998**

| | STEP Basic Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|---|--------------------|--------------------------|-----------------|--------------|
| 0 | \$125.26 | \$3.76 | \$5.01 | \$134.03 |
| 1 | 127.36 | 3.82 | 5.10 | 136.28 |
| 2 | 129.13 | 3.87 | 5.17 | 138.17 |
| 3 | 130.78 | 3.92 | 5.23 | 139.93 |
| 4 | 132.17 | 3.97 | 5.28 | 141.42 |
| 5 | 134.97 | 4.05 | 5.40 | 144.42 |
| 6 | 139.64 | 4.19 | 5.59 | 149.42 |

(iv) **Certificate or Registration and Qualifications from the Ontario College of Teachers, Interim or Restricted, with a recognized degree.**

Effective **September 1, 1998**

| | STEP Basic Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|---|--------------------|--------------------------|-----------------|--------------|
| 0 | \$139.28 | \$4.18 | \$5.57 | \$149.03 |
| 1 | 141.21 | 4.24 | 5.64 | 151.09 |
| 2 | 143.17 | 4.30 | 5.72 | 153.19 |
| 3 | 145.00 | 4.35 | 5.80 | 155.15 |
| 4 | 146.43 | 4.39 | 5.86 | 156.68 |
| 5 | 148.99 | 4.47 | 5.96 | 159.42 |
| 6 | 153.66 | 4.61 | 6.15 | 164.42 |

13.01(b) An occasional teacher will advance one step, until maximum, on the applicable salary scale set out in 13.01(a) for each 185 teaching days completed as an occasional teacher with this Board, and the occasional teacher will be placed on the salary grid as of September 1 of the school year, based on the number of such days completed between September 1, 1985 and September 1 of the year in which the placement is made.

Long Term Occasional Teachers

13.02(a) Subject to the other sections of this clause, placement of **long term occasional** teachers shall be determined in accordance with “QECO Teacher's Qualifications Evaluation Programme 4” (hereinafter referred to as “QECO 4”).

(b) **Long term occasional** teachers shall submit to the Personnel Department of the Board:

(i) their QECO 4 Statement(s) or Letter(s) of Evaluation, and

(ii) all certificates and documents on which the QECO evaluations may be or was based and evidence of any additional qualifications for evaluation and category placement by the Personnel Department.

All such statements, letters, certificates, and documents must be submitted before any evaluation and category placement based on QECO 4 is effected.

(c) **Long term occasional** teachers who hold a **Certificate of Registration and Qualification, including those with Interim or Restricted provisions** and who present their QECO 4 Statement(s) or Letter(s) of Evaluation shall have further considerations with respect to the following, provided that none of these courses, in whole or in part, have been included in the QECO 4 evaluation:

(i) successful completion of the year at Lumen Vitae, Divine Word, the "master" of theological studies program offered by St. Augustine's Seminary or equivalent is to be equated to five university courses except for advancement from Category B to Category A1, and

(ii) successful completion of the courses in Religious Education offered jointly by OECTA and **OCSTA** or AEFO and AFCSO respectively, or the "masters" or "diploma" programs in theological studies" offered by St. Augustine's Seminary, will be recognized in the same manner as a university course for advancement in category except from Category B to Category A1.

(d) **Long term occasional** teachers who hold only a **restricted certificate** as Teacher of French to English-speaking Pupils in Elementary Schools will be placed in Category D; however, **long term occasional** teachers holding this certificate and a recognized university degree will be placed in Category A1.

(e) A **long term occasional** teacher who holds a Letter of Permission will be placed in Category F; however, a **long term occasional** teacher who holds a Letter of Permission and a recognized university degree will be placed in Category E.

(f) A **long term occasional** teacher who holds a **Certificate of Registration and Qualification, including those with Interim or Restricted provisions** but who does not present a QECO 4 Statement or Letter of Evaluation setting out the appropriate category shall be placed in Category D until the **long term occasional** teacher presents the QECO 4 Statement or Letter of Evaluation; however, if such **long term occasional** teacher holds a recognized university degree, the **long term occasional** teacher will be placed in Category A1.

13.03(a) All previous qualified experience, with the exception of that gained during the Social Contract period by non-LICO members, to the maximum for the applicable category will be credited. "Qualified experience" shall mean full-time or part-time experience

(i) gained as a teacher or **long term occasional** teacher while under contract with the Board as a person qualified at the time as a teacher in Ontario, and

(ii) gained teaching in Ontario or anywhere which, if the teacher had been employed at the time in the Province of Ontario, would have been credited as experience under the statutes or regulations then in force in the said Province, but excluding experience gained while on a daily or hourly rated basis.

(b) Unqualified teaching experience will not be credited except teaching, as approved by the Board, in a Canadian University or an Ontario community college.

(c) For the purpose of determining placement, qualified experience shall be determined and credited as of September 1 each year.

(d) For the purpose of determining "years" of experience, a yearly shall mean the ten (10) month period from September 1 of one year to June 30 of the immediately following year, both dates inclusive.

(e) Notwithstanding paragraph (d), if a teacher has, in addition to a completed year or years experience worked for a period (hereinafter called a "short year") five (5) months or more but less than ten (10) months as of September 1 during the term of this agreement, such period shall be deemed for the purpose of experience to be a full year of experience.

(f) To determine the number of months so worked,

(i) the total number of teaching days worked in the particular school year shall be divided by the average number of days per month in such year,- and

(ii) a short year shall have been completed if the teacher had worked a number of school days at least equal to the number of school days in the five months containing the least number of school days.

(g) Any months of experience completed in excess of the minimum short year shall be combined with the short year to form a year of experience before being credited to any additional experience.

(h) If a **long term occasional** teacher is employed to teach for less than 100% time classification or less than a full school year, then the amount of experience accrued by such **long term occasional** teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such **long term occasional** teacher was employed to teach.

13.04(a) The salaries payable by the Board to **long term occasional** teachers whose category and experience have been determined in accordance with 13.02 and 13.03 from all occasional teaching shall be as follows:

Effective **September 1, 1998**

(i) Category F

| Years Basic Exp. Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|--------------------------|--------------------------|-----------------|--------------|
| 0 \$20,331 | \$610 | \$813 | \$21,754 |
| 1 21,434 | 643 | 858 | 22,935 |
| 2 22,537 | 676 | 902 | 24,115 |
| 3 23,641 | 709 | 946 | 25,296 |
| 4 24,743 | 742 | 990 | 26,475 |
| 5 25,846 | 775 | 1,034 | 27,655 |
| 6 26,948 | 808 | 1,079 | 28,835 |
| 7 28,051 | 842 | 1,122 | 30,015 |
| 8 29,154 | 875 | 1,166 | 31,195 |
| 9 30,256 | 908 | 1,210 | 32,374 |
| 10 31,359 | 941 | 1,254 | 33,554 |

(ii) Category E

| Years Basic Exp. Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|--------------------------|--------------------------|-----------------|--------------|
| 0 \$25,411 | \$762 | \$1,017 | \$27,190 |
| 1 27,000 | 810 | 1,081 | 28,891 |
| 2 28,591 | 858 | 1,143 | 30,592 |
| 3 30,181 | 905 | 1,207 | 32,293 |
| 4 31,770 | 953 | 1,271 | 33,994 |
| 5 33,360 | 1,001 | 1,334 | 35,695 |
| 6 34,949 | 1,048 | 1,399 | 37,396 |
| 7 36,539 | 1,096 | 1,461 | 39,096 |
| 8 38,129 | 1,144 | 1,525 | 40,798 |
| 9 39,719 | 1,192 | 1,588 | 42,499 |
| 10 41,308 | 1,239 | 1,653 | 44,200 |

(iii) Categories D,C, and B

| Years Basic Exp. Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|--------------------------|--------------------------|-----------------|--------------|
| 0 \$26,340 | \$ 790 | \$1,054 | \$28,184 |
| 1 28,089 | 843 | 1,123 | 30,055 |
| 2 29,839 | 895 | 1,194 | 31,928 |
| 3 31,588 | 948 | 1,263 | 33,799 |
| 4 33,338 | 1,000 | 1,334 | 35,672 |
| 5 35,088 | 1,053 | 1,403 | 37,544 |
| 6 36,837 | 1,105 | 1,473 | 39,415 |
| 7 38,586 | 1,158 | 1,543 | 41,287 |
| 8 40,335 1,210 | | 1,613 | 43,158 |
| 9 42,085 | 1,263 | 1,683 | 45,031 |
| 10 43,834 | 1,315 | 1,753 | 46,902 |

(iv) Categories A1 and A2

| Years Basic Exp. Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|--------------------------|--------------------------|-----------------|--------------|
| 0 \$29,266 | \$ 878 | \$1,171 | \$31,315 |
| 1 31,210 | 936 | 1,249 | 33,395 |
| 2 33,181 | 995 | 1,328 | 35,504 |
| 3 35,098 | 1,053 | 1,404 | 37,555 |
| 4 37,042 | 1,111 | 1,482 | 39,635 |
| 5 38,986 | 1,170 | 1,559 | 41,715 |
| 6 40,929 | 1,228 | 1,638 | 43,795 |
| 7 42,874 | 1,286 | 1,715 | 45,875 |
| 8 44,817 | 1,345 | 1,792 | 47,954 |
| 9 46,761 | 1,403 | 1,870 | 50,034 |
| 10 48,704 | 1,461 | 1,949 | 52,114 |

(v) Categories A3 and A4

| | Years Basic Exp. Rate | Statutory Holiday Pay | Vacation Pay | Total Pay |
|----|--------------------------|--------------------------|-----------------|--------------|
| 0 | \$33,637 | \$1,009 | \$1,346 | \$35,992 |
| 1 | 36,054 | 1,082 | 1,442 | 38,578 |
| 2 | 38,472 | 1,154 | 1,539 | 41,165 |
| 3 | 40,890 | 1,227 | 1,635 | 43,752 |
| 4 | 43,307 | 1,299 | 1,732 | 46,338 |
| 5 | 45,725 | 1,372 | 1,828 | 48,925 |
| 6 | 48,141 | 1,444 | 1,926 | 51,511 |
| 7 | 50,558 | 1,517 | 2,022 | 54,097 |
| 8 | 52,976 | 1,389 | 2,120 | 56,685 |
| 9 | 55,393 | 1,662 | 2,216 | 59,271 |
| 10 | 57,811 | 1,734 | 2,313 | 61,858 |

(b) If a **long term occasional** teacher is employed to teach less than 100% time classification or less than a full school year, the salary payable shall be prorated in accordance with that percentage time classification and/or percentage of the full school year that such **long term occasional** teacher was employed to teach.

(c) Where a daily rate is required, the applicable salary shall be obtained by dividing the appropriate annual salary by the number of school days in the applicable school year.

13.05(a) If an assignment is not pre-scheduled as a **long term occasional** position but turns into one for which the Board intends to grant a **long term occasional** contract, the occasional teacher currently filling the position shall have the right to be considered for such **long term occasional** contract along with other possible candidates. If the occasional teacher currently filling the position is not granted the **long term occasional** contract, the occasional teacher shall be given the reason why.

(b) Where a **long term occasional** contract is offered to and accepted by a casual occasional teacher who has held the position for five or more consecutive teaching days immediately prior to the date the **long term occasional** contract is signed, the occasional teacher shall be paid the appropriate daily rate for a **long term occasional** teacher as set out in 13.04 for each day worked in the position between the fifth consecutive day and the day the **long term occasional** contract is effective, but not including the said fifth consecutive day. The Board shall not regard Professional Development days or days spent at Association-Board negotiations to the extent allowable under 6.03 or statutory holidays as breaking the consecutiveness of the teaching days involved, but neither a Professional Development Day nor a statutory holiday shall be regarded as a teaching day-

(c) An occasional teacher who is assigned to a position as a casual occasional teacher and who has continued in the assignment beyond twenty (20) consecutive teaching days, may apply for a **long term occasional** contract. If the **long term occasional** contract is not granted, the Board shall pay the occasional teacher a daily rate under 13.05(b) as if a **long term occasional** contract had been granted. The Board shall not regard Professional Development days or days spent at Association-Board negotiations to the extent allowable under 6.03 or statutory holidays as breaking the consecutiveness of the teaching days involved, but neither a Professional Development Day nor a statutory holiday shall be regarded as a teaching day.

(d) In the event that the daily salary payable under clause 13.01 is greater than that payable under clause 13.04, the occasional teacher may complete an assignment of more than 20 teaching days as an occasional teacher, provided that the occasional teacher requests, in writing, to have the assignment considered as a casual assignment and to be paid under clause 13.01.

13.06(a) An occasional teacher is entitled to participate in the benefit plans set out in this clause effective September 1, provided the occasional teacher has worked at least fifty (50) days for the Board in the previous school year, and the occasional teacher:

- (i) is available for work as required by Article 7; and
- (ii) is not eligible to participate in other benefit plans.

The occasional teacher will cease-to be entitled to participate in such benefit plans:

- (i) if the occasional teacher does not work enough days to pay for the occasional teacher's share of the benefit plans from the net pay in two (2) successive months; or
- (ii) if the occasional teacher does not provide prompt payment upon request of the Board for the occasional teacher's portion of the benefit premiums due; or
- (iii) on August 31 following if the occasional teacher does not work at least fifty (50) days for the Board in that school year.

(b) (i) Board shall provide eligible employees the London Life Dental Plan based on the applicable 1992 Ontario Dental Association (ODA) tariff; with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person. Subject to 13.06(d), the Board shall pay 50% of the premiums.

(ii) Effective September 1, 1997 the Board shall pay 75% of the premiums based on applicable 1992 ODA tariff, subject to 13.06 (d).

(c) (i) The Board shall provide eligible employees the existing London Life Semi-Private Plan and the London Life Extended Health Plan with the deductibles of \$10 and \$20 and the London Life \$150/24 Vision Care Plan. Subject to 13.06(d), the Board shall pay an amount equal to 50% of the premium in force on September 1, 1994

(ii) Subject to 13.06 (d), effective September 1, 1997, the Board shall pay 75% of the premium in force on September 1, 1994.

(d) The Board's obligation to pay the premiums or portions thereof referred to in this clause shall not arise until the later of the first day of the month following the date that the **long term occasional** teacher has executed and returned to the Board any appropriate application forms for coverage that may be required, or the first day of the month that the occasional teacher is eligible to participate in the benefit plans.

13.06(e) The Board may at any time, after consultation with the Occasional Teachers, substitute for any of such plans an equivalent plan with a different carrier if the premium cost to the Board would be less.

Miscellaneous

13.07 A travel allowance of \$5.00 per day shall be paid to an occasional teacher replacing an itinerant teacher. This travelling allowance shall also be applicable when an occasional teacher is assigned to more than one school during the same school day.

ARTICLE 14
REPORTING PAY

14.01 If an occasional teacher who is called out for an assignment at a particular school, reports to that school and the assignment is not available, the occasional teacher shall be entitled to receive pay for a full day if the original assignment was for a full day, or pay for one-half day if the original assignment was for one-half day, provided that the occasional teacher accepts an alternative assignment offered to the occasional teacher. In the event that no assignment is offered, the occasional teacher shall be entitled to the pay set out above.

ARTICLE 15
PENSION

15.01 The Board shall, where appropriate, deduct from the occasional teacher's salary the premiums for the Teachers' Pension Board Plan.

ARTICLE 16
SICK LEAVE CREDITS

16.01 A **long term occasional** teacher shall be entitled to accumulate two days sick leave for each 20 teaching days. The sick leave shall be accumulated at the end of each such completed 20 day period. A sick leave day shall entitle a **long term occasional** teacher to a paid leave of one day, during the assignment, because of personal illness.

16.02 In the event that a **long term occasional** teacher is absent due to personal illness during an assignment, but after the first day, sick leave credits subsequently earned while in that assignment may be applied retroactively to the period of illness.

16.03 Sick leave credits cannot be carried over from one **long term occasional** teaching assignment to another unless such **long term occasional** teaching assignments are during the same school year.

16.04 A **long term occasional** teacher's absence for illness for a period:

(a) of up to five (5) consecutive working days may require certification by a licensed medical practitioner or if on account of acute inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.

(b) of over five (5) consecutive working days shall require certification by a licensed medical practitioner or if on account of acute inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.

ARTICLE 17
BEREAVEMENT LEAVE

17.01(a) A **long term occasional** teacher shall be granted a leave of absence up to a maximum of five (5) days without loss of pay by reason of a death in his immediate family. Immediate family is defined as a spouse, parent, parent-in-law, child, brother or sister and, in special circumstances recognized by the Director, a former legal guardian or ward.

(b) A **long term occasional** teacher shall be granted a leave of absence up to a maximum of two (2) days without loss of pay by reason of a death in his family to attend the funeral. This will be in the case of the death of his uncle, aunt, grandparent, brother-in-law, son-in-law, daughter-in-law, sister-in-law, grandchild, niece or nephew.

ARTICLE 18

JURY DUTY OR SUBPOENA

18.01 A **long 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 any proceedings to which the **long term occasional** teacher is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment received as a juror or as a witness.

18.02 A **long term occasional** teacher shall be entitled to the **long term occasional** teacher's salary 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 upon **long term occasional** teaching duties.

18.03 **Occasional teachers shall be entitled to salary for any day on which they act as a witness or are asked to appear at a court or other tribunal relating to any incident which has arisen from their work as an occasional teacher in the employ of the Toronto Catholic District School Board, providing that such occasional teacher is not charged with an offense. Appropriate documentation must be provided to the Superintendent of Personnel or designate prior to court appearance.**

ARTICLE 19

EXAMINATION OR GRADUATION

19.01 A **long term occasional** teacher who is scheduled to work and who has received the prior approval of the Director of Education or designate may be absent from duty without loss of pay as follows:

- (i) for up to one (1) day for the purpose of writing an examination; and
- (ii) for up to one (1) day for the purpose of attending the **long term occasional** teacher's graduation.

ARTICLE 20
PROFESSIONAL DEVELOPMENT

20.01 A **long term occasional** teacher who is scheduled to work when there is a Professional Development day shall be required to participate in the scheduled professional activities and shall be paid for such day provided the **long term occasional** teacher attends and participates.

20.02(a) Upon request, the Board will provide an occasional teacher with a copy of the Professional Development Calendar. An occasional teacher may attend general interest professional development day programs subject to obtaining appropriate approval; however, attendance will be without pay, except as provided under clause 20.01 or clause 20.02(c).

(b) The Board will provide a training program for both the newly appointed and experienced qualified occasional teachers. Attendance will be without pay except as provided under clause 20.02(c).

(c) A qualified occasional teacher who has worked as an occasional teacher for at least fifty (50) days in the previous school year and who has not participated in a professional activity day under clause 20.01 in the current school year may, subject to confirmation of attendance, request payment for participation in an approved professional activity day or for participation in the training program developed under clause 20.02 (b) .

ARTICLE 21

MISCELLANEOUS

21.01 The Board shall provide bulletin boards accessible to the occasional Association shall have the right to post notices meetings and other notices approved by the Board. Teachers and upon which the Association shall have the right to post notices of meetings and other notices approved by the Board.

21.02 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Personnel and the President of the Association.

ARTICLE 22

DURATION OF AGREEMENT

22.01 Save as otherwise set out, this Agreement shall be effective on the **1st day of September , 1998** and shall terminate on the **August 31, 2000**.

ARTICLE 23

NOTICE OF RENEWAL

23.01 Either party hereto may give written notice to the other party 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 a mutually acceptable date.

23.02 For the purpose of sending proper notices herein the following shall be the addresses of the respective parties:

Superintendent of Education
Employee Relations
TORONTO CATHOLIC DISTRICT SCHOOL BOARD
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8

President
Metro Occasional Teachers' Local
Ontario English Catholic Teachers, Association
65 St. Clair Avenue East
Suite 400
Toronto, Ontario
M4T 2Y8

23.03 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

EXECUTED at **Toronto** as of the date first above written.

FOR THE BOARD

FOR THE UNION

APPENDIX A
LETTER OF INTENT
PERFORMANCE REVIEW

We confirm that during the course of our negotiations for renewal continue nominate of the Collective Agreement, the Board agrees to the committee to which the Local Association may up to two (2) representatives for the purpose of:

- (i) reviewing the role, responsibilities and duties of occasional teachers;
- (ii) developing or modifying performance review procedures; and
- (iii) making practical recommendations for implementing the performance review procedures.

FOR THE BOARD

FOR THE UNION

September 1, 1998

APPENDIX B
LETTER OF INTENT

Dear Mesdames/Sirs:

During the course of negotiations, the Board has agreed to advise its principals in writing that Occasional Teachers are to receive an equitable distribution of supervisory duties and on-call assignments similar to other teachers.

1
FOR THE BOARD

FOR THE UNION

September 1, 1998

APPENDIX C
LETTER OF INTENT

We confirm that during the course of our negotiations for the renewal of the Collective Agreement, the Board agrees to provide and review with the Association at the Board/ Association meetings, the following statistics:

- a) the total number of occasional teachers on the listing and the availability of such occasional teachers;
- b) the number of casual/**long term occasional** teachers;
- c) the number of **long term occasional** teachers for whom the Board has been granted a Letter of Permission;
- d) the number of occasional teachers with degrees and without degrees; and
- e) the distribution of occasional teacher according placement areas.

FOR THE BOARD

FOR THE UNION

September 1, 1998

APPENDIX D

September 1, 1998

We confirm that during the course of negotiations for the renewal of the Collective Agreement, both parties agree to establish a joint committee comprised of three (3) representatives of each party to study features of SEMS specifically but not limited to the calling patterns of occasional teachers.

The committee shall meet three times more or less by mutual consent.

The members of the joint committee shall report to the respective parties.

FOR THE BOARD

FOR THE UNION

APPENDIX E
LETTER OF INTENT

HIRING PRACTICES

During the course of negotiations, the parties acknowledge that there were extensive discussions relating to the employment practices of the Board. In light of the lack of agreement on the issue, the parties agree to pursue the-matter on/a without prejudice basis at a Union-Management meeting to be held within sixty days of ratification by the parties.

FOR THE BOARD

FOR THE UNION