

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

TORONTO OCCASIONAL TEACHERS' LOCAL

OF

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

September 1, 2002 to August 31, 2004

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THIS AGREEMENT made as of the **26th** day of **November 2003**

B E T W E E N :

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

- and -

TORONTO OCCASIONAL TEACHERS' LOCAL

of

ONTARIO ENGLISH CATHOLIC TEACHERS'S ASSOCIATION

(hereinafter called the "Association")

CHANGES TO AGREEMENT IN BOLD TYPE FACE

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 assignment, 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) "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.
- 3.03 The Board will provide the Association with notice of policy changes in a timely manner such that draft policies may be reviewed at Board-Association meetings (Article 9), if so requested by the Association.**

ARTICLE 4

NO CESSATION OF WORK

4.01 The Board agrees that there shall be no lock-out of occasional teachers and the Association agrees that there shall not be a strike as long as this agreement continues to operate except in such circumstances as permitted by the Ontario Labour Relations Act.

Lock-out and strike shall be as defined in the Ontario Labour Relations Act as amended from time to time.

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 **twenty-five (25)** such occurrences in any one school year. In the event that there are **twenty-six (26)** 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 Superintendent of **Human Resources** Services or designate, and where possible and practicable, the Board will endeavor to accommodate such a request.
- 7.06 Occasional teachers shall notify the **Human Resources** 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 **four (4)** 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) The Board shall advise the Association in writing in the event an occasional teacher is suspended, disciplined or removed from the Occasional Teachers' List for disciplinary reasons or the occasional teacher has been advised by the Superintendent of **Human Resources** or designate that suspension or removal is being considered. The occasional teacher may request a meeting with the Superintendent of **Human Resources** 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 **daily** 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 **Human Resources** 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).
- 7.17
- a) An occasional teacher will be assigned only those instructional and supervisory duties of the teacher being replaced or such other equivalent duties which the Principal might otherwise assign.
 - b) **An Occasional Teacher will not be required to perform morning duties unless the duties are specified in the special instructions in SEMS at the time the assignment is accepted. Any dispute regarding special instructions must be forwarded to the SEMS Help Desk by the end of the school day.**

ARTICLE 8

NO DISCRIMINATION

- 8.01 There shall be no discrimination against any occasional teacher based on the grounds prohibited in the Ontario Human Rights Code and the Ontario Labour Relations Act.

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 where topics for discussion may include:
- a) proposed changes to policies and procedures;
 - b) benefits utilization, related data **and communication to members;**
 - c) professional development initiatives and activities within the context of Article **21** (Professional Development);
 - d) SEMS features and issues that may arise from time to time.

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 may discuss the grievance with the President of the Association or designate, who may discuss the matter with the Superintendent of Education. 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.

- (b) Step Two:

If the grievance is not satisfactorily disposed of at Step **One**, the President of the Association, on behalf of the aggrieved occasional teacher, within ten (10) days after the reply at Step **One** 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 Superintendent of **Human Resources Services**, 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 **Human Resources Services** 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 Any letter of discipline to be placed in a teacher's file shall be copied to the respective Superintendent of Education.**
- 11.05 (a) 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.
- (b) Upon request by an occasional teacher, negative reports may be removed from the occasional teacher's file referenced above provided the merits of the situation as deemed by the Board so warrant such removal.
- 11.06 i) **The storage of documents related to a criminal record check or an offense declaration shall be kept confidential and separate from teacher personnel files with access limited to the Superintendent of Human Resources and designates.**
- ii) **Teachers subject to a positive criminal check may request to view the file of materials relating the teacher.**

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

Daily Occasional Teachers

13.01(a) The Board shall pay to **daily** occasional teachers in respect of each day of employment as a **daily** 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:

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

Effective September 1, 2002

STEP _____	Basic Rate	Statutory Holiday Pay	Vacation Pay	Total Pay
0 (0 to 149 days)	\$134.58	\$4.04	\$5.38	\$144.00
1 (150 to 299 days)	139.25	4.18	5.57	149.00
2 (300 or more)	148.60	4.46	5.94	159.00

Effective September 1, 2003

STEP _____	Basic Rate	Statutory Holiday Pay	Vacation Pay	Total Pay
0 (0 to 149 days)	\$138.32	\$4.15	\$5.53	\$148.00
1 (150 to 299 days)	142.99	4.29	5.72	153.00
2 (300 or more)	153.27	4.60	6.13	164.00

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

Effective September 1, 2002

STEP _____	Basic Rate	Statutory Holiday Pay	Vacation Pay	Total Pay
0 (0 to 149 days)	\$149.53	\$4.49	\$5.98	\$160.00
1 (150 to 299 days)	154.20	4.63	6.17	165.00
2 (300 or more)	162.62	4.88	6.50	174.00

Effective September 1, 2003

<u>STEP</u>	<u>Basic Rate</u>	<u>Statutory Holiday Pay</u>	<u>Vacation Pay</u>	<u>Total Pay</u>
0 (0 to 149 days)	\$154.20	\$4.63	\$6.17	\$165.00
1 (150 to 299 days)	158.88	4.76	6.36	170.00
2 (300 or more)	167.29	5.02	6.69	179.00

13.01(b) Effective September 1, 2001 an occasional teacher will advance one step, until maximum, on the applicable salary scale set out in Article 13.01(a) for such days worked 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 **Human Resources** 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 **Human Resources** 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 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 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 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.
 - (i) A teacher given a long term assignment shall be provided with a statement of the projected length of the assignment, location, grid placement, basic time class and the applicable annual salary.
- 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 and include statutory holiday and vacation pay.**

(i) Without QECO Evaluation

Years Exp.	Effective Sept. 1, 2002	Effective Sept 1, 2003	Effective Jan 1, 2004	Effective Aug 31, 2004
0	\$30,957	\$31,886	\$31,886	\$31,886
1	33,013	34,003	34,003	34,003
2	35,068	36,120	36,120	36,120
3	37,124	38,238	38,238	38,238
4	39,181	40,356	40,356	40,356
5	41,238	42,475	42,475	42,475
6	43,292	44,591	44,591	44,591
7	45,349	46,709	46,709	46,709
8	47,404	48,826	48,826	48,826
9	49,461	50,945	50,945	50,945
10	51,516	53,061	53,061	53,061

(ii) Categories A1 and A2

Years Exp.	Effective Sept. 1, 2002	Effective Sept 1, 2003	Effective Jan 1, 2004	Effective Aug 31, 2004
0	\$34,397	\$35,429	\$35,477	\$36,186
1	36,680	37,780	37,829	38,585
2	38,997	40,167	40,182	40,986
3	41,249	42,486	42,533	43,385
4	43,535	44,841	44,887	45,784
5	45,820	47,195	47,239	48,184
6	48,103	49,546	49,592	50,584
7	50,388	51,900	51,944	52,982
8	52,671	54,251	54,297	55,383
9	54,957	56,606	56,649	57,783
10	57,240	58,957	59,001	60,181

(iii) Categories A3 and A4

Years Exp.	Effective Sept. 1, 2002	Effective Sept 1, 2003	Effective Jan 1, 2004	Effective Aug 31, 2004
0	\$39,532	\$40,718	\$40,718	\$41,470
1	42,373	43,644	43,646	44,519
2	45,215	46,571	46,636	47,569
3	48,056	49,498	49,625	50,617
4	50,896	52,423	52,615	53,667
5	53,738	55,350	55,605	56,718
6	56,579	58,276	58,595	59,766
7	59,419	61,202	61,584	62,816
8	62,260	64,128	64,573	65,864
9	65,102	67,055	67,564	68,915
10	67,944	69,982	70,553	71,964

- (b) **The salary grids outlined in Article 13.04(a) shall represent 95% of the applicable salary grids for the Board's regular classroom teacher.**
- (c) 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.
- (d) 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 **assignment**, the occasional teacher currently filling the position shall have the right to be considered for such long term occasional **assignment** along with other possible candidates. If the occasional teacher currently filling the position is not granted the long term occasional **assignment**, the occasional teacher shall be given the reason why.

- (b) Where a long term occasional **assignment** is offered to and accepted by a **daily** occasional teacher who has held the position for five or more consecutive teaching days immediately prior to the date the long term occasional **assignment** 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**. 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 **daily** occasional teacher and who has continued in the assignment beyond twenty (20) consecutive teaching days, may apply for a long term occasional **assignment**. If the long term occasional **assignment** is not granted, the Board shall pay the occasional teacher a daily rate under 13.05(b) as if a long term **assignment** 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 **daily** assignment and to be paid under clause 13.01.

Miscellaneous

- 13.06** 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

BENEFITS

- 14.01** (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 is available for work as required by Article 7; and
- (b) 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.
- (c) (i) The Board shall provide eligible employees the Great West Life Dental Plan based on the applicable **2001** 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 Article 13.06(d), the Board shall pay 75% of the premiums.
- (ii) The Board shall provide eligible employees the existing Great West Life Semi-Private Plan and the Great West Life Extended Health Plan with the deductibles of \$10 and \$20 and the Great West Life \$150/24 Vision Care Plan. Subject to Article **14.01**(d), the Board shall pay an amount equal to 75% of the premium in force on June 1, 1999.
- (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.

- 14.02 (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.

ARTICLE 15**REPORTING PAY**

- 15.01** 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 **within the occasional teacher's SEMS profile**. In the event that no assignment is offered, the occasional teacher shall be entitled to the pay set out above.

ARTICLE 16

PENSION

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

ARTICLE 17

SICK LEAVE CREDITS

- 17.01 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.
- 17.02 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.
- 17.03 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.
- 17.04 **Absences for illness of a long-term occasional teacher for a period of five (5) consecutive working days or less may be certified by the school administrator or by the official for the Board in charge of the appropriate department. Absence over five (5) consecutive working days must be certified by a qualified medical or dental practitioner. The occasional teacher shall provide such certification to the Board within five (5) days after returning to duty.**

ARTICLE 18

BEREAVEMENT LEAVE

- 18.01(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, **son-in-law, daughter-in-law, or grandchild** 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, sister-in-law, grandchild, niece or nephew.

ARTICLE 19

JURY DUTY OR SUBPOENA

- 19.01** 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 not suffer any loss in pay for such time served as a juror or as a witness.**
- 19.02** 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.
- 19.03** 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 **Human Resources** Services or designate prior to court appearance.

ARTICLE 20

EXAMINATION OR GRADUATION

20.01 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 21**PROFESSIONAL DEVELOPMENT**

- 21.01** 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.
- 21.02(a)** 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 **21.01** or clause **21.02(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 **21.02(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 **21.01** 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 **21.02 (b)** .

ARTICLE 22

MISCELLANEOUS

- 22.01 The Board shall provide bulletin boards accessible to the occasional teachers and upon which the Association shall have the right to post notices of meetings and other notices approved by the Board.
- 22.02 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of **Human Resources** Services and the Association and the Local President.
- 22.03 **Occasional teachers employed by the Toronto Catholic District School Board, who have applied for permanent teaching positions and who have demonstrated an ability to perform satisfactorily, shall be given consideration prior to outside applicants for a regular teaching position for which he/she is qualified.**

ARTICLE 23

DURATION OF AGREEMENT

23.01 Save as otherwise set out, this Agreement shall be effective on the 1st day of September, **2002** and shall terminate on August 31, **2004**.

ARTICLE 24

NOTICE OF RENEWAL

24.01 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.

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

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

President
Toronto Occasional Teachers' Local
of Ontario English Catholic Teachers' Association
951 Wilson Avenue, Unit #12
Toronto, Ontario
M3K 2A7

Department Head - Collective Bargaining
Ontario English Catholic Teachers Association
65 St. Clair Avenue East
Toronto, ON M4T 2Y8

Attention: Jeff Heximer

24.03 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 ASSOCIATION

APPENDIX A
LETTER OF INTENT
PERFORMANCE REVIEW

We confirm that during the course of our negotiations for renewal of the Collective Agreement, the Board has agreed to the committee to which the Local Association may appoint 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.

APPENDIX B
LETTER OF INTENT

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.

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 **daily**/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.

APPENDIX D

LETTER OF UNDERSTANDING

USE OF UNQUALIFIED INDIVIDUALS

During the course of negotiations, the Toronto Occasional Teachers Local expressed concerns with regard to the Board's assignment of unqualified individuals as occasional teachers when qualified members of the Local might otherwise have been available for such assignments.

In response to such concerns the Board agrees that it will,

- a) insure that the rates paid to unqualified individuals who are given an occasional teaching assignment, shall be less than those paid to bargaining unit members; and**
- b) at the end of each term of each school year provide to the Local a summary of the use of unqualified individuals which shall include dates and locations of such unqualified assignments. The initial report shall be forthcoming as soon as possible.**
- c) remind the Principals, on an annual basis, that the use of unqualified individuals will be limited to such occasions where qualified occasional teachers are not available.**

APPENDIX E
LETTER OF UNDERSTANDING
LUNCH BREAK

The parties agree that occasional teachers, entitled to a lunch break, shall have such lunch break scheduled in accordance with the Education Act and its Regulations.