

COLLECTIVE AGREEMENT

between

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

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and

TORONTO OCCASIONAL TEACHERS' LOCAL

of

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

September 1, 2004 to August 31, 2008

11672(04)

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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 (15 days effective April 1, 2006) 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 40 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 the full day. 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 a teacher chooses to select a group of schools rather than a geographic area, such group of schools shall list a minimum of ten (10) schools.
- 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 endeavour 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 a) A teacher who declines or hangs up two (2) times in a SEMS callout period shall be disqualified from being offered further assignments during such callout period.
- b) Any occasional teacher who works less than thirty (30) days by the end of any school year will be removed from the occasional teachers' list.
- c) Occasional teachers removed from the occasional teachers' list under Article 7.07 b) may be re-instated upon request, if such request is made by November 30 of the following school year.

ARTICLE 7: OCCASIONAL TEACHER LIST (continued)

- 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 in writing the Occasional Teacher and the President of the Association of such.

Upon reinstatement to the Occasional Teacher List, the Board shall promptly inform the occasional Teacher and the President of the Association 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 7.11b) 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.

ARTICLE 7: OCCASIONAL TEACHER LIST (continued)

- 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.
- 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.
- c) Effective the month following ratification an Occasional Teacher accepting a half-day (1/2) assignment with a middle lunch duty in an elementary school shall be entitled to an allowance of \$15.00 for each such assignment.

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;
 - e) retired teachers issues.

ARTICLE 10: GRIEVANCE PROCEDURE/ARBITRATION

10.01 Purpose

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.

10.02 Definitions

- 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.

10.03 Procedure

a) Step One:

An occasional teacher having a grievance may, provided it is done with reasonable promptness 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.

10.04 Direct Grievances and Group Grievances

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.

ARTICLE 10: GRIEVANCE PROCEDURE/ARBITRATION (continued)

10.05 Arbitration

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 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 within a reasonable period of time 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 a) 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.
- b) Occasional Teachers subject to a positive criminal check may request to view the file of materials relating to 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:

- a) the occasional teacher resides outside the City of Toronto;
- b) 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;
- c) such a program is part of the regular curriculum of this Board or such specialized assistance is provided by the Board, and
- d) 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

13.01 Daily Occasional Teachers

- 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) Effective September 1, 2004

STEP	Total Pay
0 (0 to 149 days)	\$168.30
1 (150 to 299 days)	\$173.40
2 (300 or more)	\$182.58

Effective September 1, 2005

STEP	Total Pay
0 (0 to 149 days)	\$171.67
1 (150 to 299 days)	\$176.87
2 (300 or more)	\$186.23

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

Effective the month following ratification elimination of Step 0.

Effective March 1, 2006

STEP	Total Pay
1 (0 to 299 days)	\$176.87
2 (300 or more)	\$186.23

Effective September 1, 2006

STEP	Total Pay
1 (0 to 149 days)	\$181.29
2 (150 or more)	\$190.89

ARTICLE 13: REMUNERATION(continued)

13.01 a) ii) (continued)

Effective September 1, 2007

STEP	Total Pay
1 (0 to 149 days)	\$186.73
2 (150 or more)	\$196.61

Effective February 1, 2008

STEP	Total Pay
1 (0 to 149 days)	\$187.79
2 (150 or more)	\$199.00

- b) Effective September 1, 2001 an occasional teacher will advance one step, until maximum, on the applicable salary scale set out in Article 13.01a) 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.
- c) Occasional Teachers whose assignments require them to travel to another school or location will not be required to complete lunch supervision duties in order to accommodate travel to the second location.

13.02 Long Term Occasional Teachers

- 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 5" (hereinafter referred to as "QECO 5").
- b) Long term occasional teachers shall submit to the Human Resources Department of the Board:
 - i) their QECO 5 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 5 is effected.

- c) 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 5 Statement or Letter of Evaluation setting out the appropriate category shall be placed in Category A0 until the long term occasional teacher presents the QECO 5 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.

ARTICLE 13: REMUNERATION (continued)

- 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.

ARTICLE 13: REMUNERATION (continued)

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. These statutory holiday and vacation pay monies shall be reflected on the long term occasional teachers' remuneration statements.

i) Without QECO Evaluation

Years Exp.	Revised Aug 31-04	Effective 01-Sep-04	Effective 01-Sep-05
0	\$31,960	\$32,599	\$33,251
1	34,087	34,769	35,464
2	36,213	36,937	37,676
3	38,338	39,105	39,887
4	40,464	41,274	42,099
5	42,592	43,444	44,314
6	44,717	45,611	46,523
7	46,842	47,778	48,734
8	48,969	49,948	50,948
9	51,095	52,117	53,159
10	53,222	54,286	55,372

ii) Categories A1 and A2

Years Exp.	Revised Aug 31-04	Effective 01-Sep-04	Effective 01-Sep-05
0	\$36,331	\$37,058	\$37,799
1	38,739	39,514	40,305
2	41,150	41,973	42,813
3	43,558	44,430	45,318
4	45,968	46,887	47,825
5	48,377	49,344	50,331
6	50,786	51,802	52,838
7	53,194	54,258	55,343
8	55,604	56,717	57,851
9	58,014	59,174	60,357
10	60,421	61,629	62,862

A E 13: REMUNERATION (continued)

13.04 a) iii) Categories A3 and A4

Years Exp.	Revised Aug 31-04	Effective 01-Sep-04	Effective 01-Sep-05
0	\$41,637	\$42,470	\$43,319
1	44,697	45,591	46,503
2	47,759	48,714	49,689
3	50,819	51,836	52,872
4	53,882	54,959	56,059
5	56,945	58,084	59,246
6	60,006	61,206	62,430
7	63,067	64,328	65,615
8	66,128	67,450	68,799
9	69,190	70,575	71,986
10	72,252	73,697	75,172

b) The salary grids outlined above in Article 13.04a) shall represent 95% of the applicable salary grids for the Board's regular classroom teacher.

Effective September 1, 2006 the following long term occasional grid shall represent 98% of the applicable salary grids for the Board's regular classroom teacher.

Years Exp.	Without QECO(A0)	A1	A2	A3	A4
0	\$35,158	\$38,216	\$39,967	\$44,054	\$45,804
1	37,499	40,759	42,617	47,145	49,171
2	39,837	43,302	45,269	50,235	52,540
3	42,175	45,843	47,918	53,326	55,905
4	44,515	48,385	50,569	56,415	59,274
5	46,856	50,929	53,219	59,507	62,645
6	49,192	53,469	55,869	62,596	66,012
7	51,529	56,012	58,518	65,685	69,379
8	53,871	58,555	61,170	68,776	72,746
9	56,209	61,098	63,820	71,863	76,116
10	58,548	63,640	66,468	74,954	79,484

ARTICLE 13: REMUNERATION (continued)

13.04 b) (continued)

Effective September 1, 2007 the following long term occasional grid shall represent 100% of the applicable salary grids for the Board's regular classroom teacher.

Years Exp.	Without QECO(A0)	A1	A2	A3	A4
0	\$35,876	\$38,996	\$40,783	\$44,953	\$46,739
1	38,264	41,591	43,487	48,107	50,174
2	40,650	44,186	46,193	51,260	53,612
3	43,036	46,779	48,896	54,414	57,046
4	45,423	49,372	51,601	57,566	60,484
5	47,812	51,968	54,305	60,721	63,923
6	50,196	54,560	57,009	63,873	67,359
7	52,581	57,155	59,712	67,026	70,795
8	54,970	59,750	62,418	70,180	74,231
9	57,356	62,345	65,122	73,330	77,669
10	59,743	64,939	67,824	76,484	81,106

- 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.

ARTICLE 13: REMUNERATION (continued)

- 13.05 c) An occasional teacher who is assigned to a position as a daily occasional teacher and who has continued in the assignment beyond fifteen (15) 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 13.05b) 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 fifteen (15) 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.
- 13.06 Miscellaneous
A travel allowance of \$5.00 per day (\$6.00 effective March 1, 2006) 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; effective September 1, 2006 update (ODA) tariff to 2004, effective September 1, 2007 update (ODA) tariff to 2005, effective September 1, 2008 update (ODA) tariff to 2006, 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 13.06d), 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. Effective September 1, 2006 Vision Care benefit to be increased from \$150 to \$250/24 months.
- Subject to Article 14.01d), the Board shall pay an amount equal to 75% of the premium in force on June 1, 1999.
Effective September 1, 2006 the Board to pay 75% of the premium in effect June 1, 2003.
Effective September 1, 2007 the Board to pay 75% of the premium in effect June 1, 2004.
Effective February 1, 2008 the Board to pay 75% of the premium in effect June 1, 2005.
Effective September 1, 2008 the Board to pay 75% of the premium in effect June 1, 2006.
- 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 14: BENEFITS (continued)

14.03 At the request of the Unit President of OECTA, the Board shall supply at least once a year, available financial information concerning the plans referred to in 14.01 related to premium costs, reserves and retention rates. The Board shall inform the President of any rebates or premium holidays it receives from its benefits carrier and the amounts thereof. The application thereof shall be subject to joint agreement of the Board and such President but in default of agreement such amount shall be used to reduce the premiums.

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:

- a) for up to one (1) day for the purpose of writing an examination; and
- b) 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 21.02c).
- 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 21.02c).
- 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 1, 2004 and shall terminate on August 31, 2008.

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

The Parties have agreed to meet within sixty (60) days of ratification by way of a joint committee consisting of up to two **(2)** representatives of each 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 and the Toronto Occasional Teachers Local 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

The Board agrees to provide and review with the Association at the Board/Association meetings, the following statistics on a monthly basis:

- 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.

APPENDIX D - LETTER I: U I Use Of qualified 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

An Occasional teacher's lunch break shall be in accordance with the Education Act and its Regulations.

THIS AGREEMENT made as of the Day of March 2006

between

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")

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