

AGREEMENT

**THE DUFFERIN-PEEL CATHOLIC
DISTRICT SCHOOL BOARD**

AND

**THE ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION REPRESENTING THE ELEMENTARY AND
SECONDARY OCCASIONAL TEACHERS**

JANUARY 1, 2001

TO

DECEMBER 31, 2001

1850(03)

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THIS AGREEMENT made as of the 1st day of
January, 2001

BETWEEN:

THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board" or the "Employer")

OF THE FIRST PART

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

(REPRESENTING THE ELEMENTARY AND **SECONDARY OCCASIONAL**
TEACHERS EMPLOYED BY THE BOARD)

(hereinafter ~~called~~ the "Association")

OF THE SECOND PART

PREAMBLE

WHEREAS it is the goal of the Board and the **O.E.C.T.A. - Occasional Teachers** representing the **elementary and secondary schools' Occasional Teachers** to provide, within the Board's ability to finance, the best **possible Catholic educational service** for the separate school students attending **its elementary and secondary schools in the Regional Municipality of Peel and the County of Dufferin**;

AND WHEREAS to achieve **that goal** it is **essential** that the **Board** and **its Occasional Teachers** maintain the **harmonious relationship which exists between them**;

AND WHEREAS it is **essential** that to **achieve that goal**, the **Board and Occasional Teachers** undertake their respective **responsibilities in this task**;

IT IS THE DESIRE OF THE **BOARD AND ITS OCCASIONAL TEACHERS**, with due regard for recognition of qualifications, **experience** and **responsibilities** to meet established needs of the Board and to set forth the **salaries, and certain other conditions of employment, as agreed herewith**.

ARTICLE 1 - DEFINITIONS

1.01

- (a) "Teacher" shall mean a member of the Ontario College of Teachers who is employed by the Board to teach; but does not include a supervisory officer, principal, vice principal or instructor in a teacher-training institution.
- (b) "Occasional Teacher" shall be as defined in the Education Act.
- (c) (i) "Assigned Occasional Teacher" shall mean an Occasional Teacher with whom the Board has signed an 'assigned occasional contract' (previously called a "short-term engagement") of employment for a period of fifteen (15) or more consecutive teaching days as a replacement for a Teacher. In determining whether to grant an assigned occasional contract, the Board shall not regard Professional Development days 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.
- (ii) The assigned occasional contract referred to in clause (i) above shall be dated and shall specify the assignment and its maximum duration. Where possible, the said contract shall be signed prior to the beginning of the assignment.
- (d) "Casual Occasional Teacher" shall mean any Occasional Teacher employed by the Board as other than an Assigned Occasional Teacher.

1.02

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

ARTICLE 2 - RECOGNITION AND SCOPE

2.01

The Board recognizes the Association as the exclusive bargaining agent for the Occasional Teachers who are on the Board's roster of Occasional Teachers who may be assigned to elementary or secondary schools in accordance with sections 277.3 (1), 2. and 4.; and 277.7 (1) of the Education Act.

2.02

No Teacher as defined in section 277.3 (1), 1. and 3. of the Education Act shall be covered by this Agreement. However, a person who is employed by the Board as a Teacher in respect of a 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

Any reference to the "President of the Association" or "Secretary of the Association" contained in this Agreement shall be interpreted as meaning the President or Secretary of the local bargaining units, as the case may be. Any correspondence contemplated by this Agreement will be directed to the local representatives of the Association at the address set out in Article 24.02.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this Agreement.

3.02

Without limiting the generality of the foregoing, the Board's rights shall include:

- (a) The right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
- (b) The right to determine, alter and eliminate services, programs and courses offered;
- (c) The right to discipline, including disciplinary demotion;
- (d) The right to discharge Occasional Teachers;
- (e) The right to determine the number of Occasional Teachers to be employed, the number of students to be allocated to a program, class size, and subject to be taught;
- (f) The right to designate or establish departments, organizational units or areas of study;
- (g) The right to select individuals to positions of responsibility, and to determine job functions;

3.03

The provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers, including Occasional Teachers, enjoyed by Roman Catholic and Protestant Separate School Boards under the Constitution Act, 1867 (formerly named the British North America Act, 1867)

3.04

- (a) An Occasional Teacher who has been on the Board's Occasional Teachers' List for two (2) or more complete school years and who has taught for the Board for at least one hundred (100) complete school days as an Occasional Teacher within the two (2) immediately preceding school years may file a grievance if he/she believes he/she has been unjustly removed from the Board's Occasional Teachers' List. An Occasional Teacher who has been on the Board's Occasional Teachers' List for two (2) or more complete school years and who has not taught for the Board for at least one hundred (100) complete school days as an Occasional Teacher within the two (2) immediately preceding school years shall not have any recourse to grievance nor arbitration procedures if he/she is removed from the Board's Occasional Teachers' List.
- (b) An Occasional Teacher who has been on the Board's Occasional Teachers' List for less than two (2) complete school years and who has taught for the Board for at least one hundred and eighty-five (185) complete school days as an Occasional Teacher may file a grievance if he/she believes he/she has been unjustly removed from the Board's Occasional Teachers' List. An Occasional Teacher who has been on the Board's Occasional Teachers' List for less than two (2) complete school years and who has not taught for the Board for at least one hundred and eighty-five (185) complete school days as an Occasional Teacher shall not have any recourse to grievance nor arbitration procedures if he/she is removed from the Board's Occasional Teachers' List.

ARTICLE 4 - NO CESSATION OF WORK

4.01

Neither the Association nor any Occasional Teacher, shall take part in or call or encourage any strike, sit-down, slow-down, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Association through its officers and representatives will instruct the Occasional Teachers involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the Occasional Teachers. "Lockout" shall be as defined in the Labour Relations Act 1995, S.O. 1995, c.1, Sched. A. as amended from time to time. Notwithstanding the foregoing, Occasional Teachers may strike and the Board may lockout Occasional Teachers in accordance with the provisions of the Labour Relations Act, 1995.

ARTICLE 5 - ASSOCIATION DUES

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 Provincial Secretary-Treasurer of the Association. **Such deductions shall be accompanied by a list indicating the Occasional Teachers' names, Employee Numbers 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

A dues submission report shall be sent to the **President** upon **request up to four (4) times per year.** The list shall **include the Occasional Teacher's name, employee number, location, group, the current and year-to-date dues deduction.**

ARTICLE 6 - ASSOCIATION REPRESENTATION

6.01

The Association may appoint or **otherwise select a bargaining committee which shall be composed of not more than four (4) 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

Negotiating meetings shall take place outside **school hours.** **If the Board requests, and the bargaining committee agrees to meet during school hours, 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 (or portion thereof) for Casual Occasional Teachers for each day (or portion thereof) 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.**

ARTICLE 7 - COMMUNICATION

7.01

The Board shall provide bulletin boards in **each school 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.**

7.02

All correspondence between the Board and the **Association arising out of this**

Agreement, of incidental thereto, shall pass to and from the Superintendent of Employee Relations, or designate, and the President of the Association.

ARTICLE 8 - NO DISCRIMINATION

8.01

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

8.02

Every Occasional Teacher in this bargaining unit has a right to be free of sexual harassment in the workplace.

ARTICLE 9 - BOARD/ASSOCIATION MEETINGS

9.01

The Board agrees that representatives of its management will meet the officers of the Association periodically, to discuss matters of mutual concern. The Association shall provide a proposed agenda with any request for such a meeting.

9.02

Official Board/Association meetings shall take place outside of school hours. If there is a need to meet during school hours, members of the committee who attend such 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 (or portion thereof) for Occasional Teachers for each day (or portion thereof) spent attending such meetings.

9.03

Where an Occasional Teacher is required to attend negotiations and other meetings on Board business, and as outlined in Article 13.06 (b), such as Grievances, Staff Liaison and Health & Safety, during the fifteen (15) day period required to qualify for an assigned occasional position, the day(s) spent at negotiation and other meetings shall be considered as teaching day(s) for the purpose of Article 1.01 c) i).

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01

Should any difference, (hereinafter called a "grievance") arise between the Board and any Occasional Teacher as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made in the following manner.

STEP 1

The grievor shall first submit the problem for a verbal discussion with the Manager of Employee Relations. No grievance shall be considered where the events giving rise to it occurred or

originated (and the Occasional Teacher became or ought to have become aware of such occurrence or origination) more than ten (10) working days before lodging the verbal grievance.

STEP 2

If the Occasional Teacher is not satisfied with the response at Step 1, or if no response is made within two (2) working days from the time verbal representations were made to the Manager of Employee Relations, then within five (5) working days, the grievance may be reduced to writing and presented to the Superintendent of Employee Relations. The written grievance must contain a concise statement of facts complained of and the redress sought, must specify the article or articles hereof allegedly violated, and must be signed by the Occasional Teacher. The Superintendent of Employee Relations or designate may request that a meeting be held to discuss the grievance. This grievance meeting will be held within ten (10) working days. In any event a reply in writing within five (5) working days of the receipt of the grievance or within five (5) working days of the grievance meeting will be given, but not thereafter, the grievance may be processed to Arbitration.

10.02

Referral to Arbitration

If final settlement of the grievance is not reached at Step 2 above, it may then be referred to a Board of Arbitration by either Party as provided in Article 11 at any time within ten (10) working days after the decision is given in Step 2, but not thereafter, and if no such written request is received within the time limit, then it shall be deemed to be abandoned.

10.03

Definition of Working Day

For purposes of Articles 10 and 11, a "working day" shall be defined as a day other than Saturday, Sunday or a school holiday.

10.04

Employer Representation

The Employer representation on grievances shall consist of three (3) such representatives as are appointed by the Employer, and additional Board resource staff as required.

10.05

Association Representation

The Employer will recognize a committee of no more than three (3) representatives of the Association for grievance meetings.

10.06

Association Policy Grievance

An Association policy grievance, which is defined as an alleged violation of this Agreement which affects all or a substantial number of employees, may be lodged by the President of the Association in writing with the Superintendent of Employee Relations at Step 2 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of an Occasional Teacher.

10.07

Board Grievance

A policy grievance of the Board shall be in writing and may be initiated by the Superintendent of Employee Relations by delivering the grievance to the Association. If any such grievance is not settled within ten (10) working days of the date of such delivery, the Board may refer the grievance to arbitration under Article 11.

10.08

Individual's Grievance

The right of the individual Occasional Teacher or groups of Occasional Teachers to adjust their grievances personally with the Board through the regular supervisory channels and without the assistance of the Association is not restricted by this Agreement.

10.09

Time Limits

The time limits specified in Articles 10.01 to 10.07 above may be extended by mutual agreement between the parties. Such agreements shall be in writing.

ARTICLE 11 - ARBITRATION

11.01

Arbitrability of Grievances

Both Parties to this Agreement agree that any grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 10, and which has not been settled, may be referred to a Board of Arbitration.

11.02

Composition of Arbitration Board

The Board of Arbitration will be composed of one (1) person appointed by the Board, one (1) person appointed by the Association and a third person chosen by the other two (2) nominees to the Arbitration Board.

11.03

Single Arbitrator May be Proposed

Notwithstanding the conditions set out in Article 11.02, a Single Arbitrator may be

proposed by either Party, and if **such agreement is reached, then the conditions of Article 11.02** shall be disregarded.

11.04

Naming of Nominees

Within five (5) working days of receipt of **notice of Arbitration**, (as set out in Article 10.02), which shall contain the **name of that Party's proposed nominee to the Arbitration Board**, the other Party shall respond in writing **with the name of its nominee**.

11.05

Alternative Method of Selecting Chairperson

Should the two (2) nominees fail to **agree** upon **the third person to be named as the Chairperson**, then within seven (7) days of the **notification set out in Article 11.04**, the Minister of Labour for the Province of **Ontario** may be asked **to nominate a Chairperson**.

11.06

Decision is Final and Binding

The decision of the Board of Arbitration, **or a majority thereof**, shall be **final and binding** on both Parties. **Failing a majority decision, the decision of the Chairperson shall be final and binding upon both Parties.**

11.07

Board Confined to the Terms of the Collective Agreement

The Board of Arbitration shall not have the power **to alter or change any of the provisions of this Agreement**, or to **substitute any new provisions for any existing provisions**, or to give any decision **inconsistent with the terms and provisions of this Agreement**.

11.08

Payment of Board Members

Each of the Parties to this agreement **will bear the expense and fees of the Arbitrator** named by it, and the Parties will **jointly bear the remuneration and expenses of the Chairperson**.

11.09

Should either party withdraw a **grievance within thirty (30) days prior to the Arbitration hearing date**, that party will bear the full **cost of any cancellation fee charged by the Chairperson**. This provision **will not apply to arbitrations heard under section 49 of the Labour Relations Act, 1995**.

ARTICLE 12 - ACCESS TO RECORDS

12.01

An Occasional Teacher shall have **access during normal business hours to his/her personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resources**, and **in the presence of the Superintendent of Human Resources or designate**. If an **Occasional Teacher requests photocopies of documents from the personnel file**, the **Board will provide such copies within three (3) working days**.

12.02

If the Teacher Personnel Department receives a complaint from a student or his/her 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. The Occasional Teacher may make a written copy of the complaint or memorandum and append his/her comments thereto.

12.03

A copy of any principal's report on an Occasional Teacher shall be given to the said Occasional Teacher. If the report is adverse in nature, the report shall be given to the Occasional Teacher as soon as possible after the incident and the Occasional Teacher may reply to such report within ten (10) days from receipt of the report. Such reply shall become a part of the Occasional Teacher's file.

ARTICLE 13 - OCCASIONAL TEACHER LIST

13.01

The Board's Occasional Teacher List shall mean the total of any sub-lists kept by the Board's Teacher Personnel Department This will be considered to be the Board's roster of Occasional Teachers within the meaning of subsection 277.5(2) of the Education Act, 1995.

13.02

To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must have a Certificate of Qualification or an Interim Certificate of Qualification issued from the College of Teachers unless otherwise permitted by the Board.

13.03

(a) At the time an Occasional Teacher is accepted for inclusion on the Occasional Teacher List, the Occasional Teacher must select from among the geographic areas designated as available by the Board, one (1) geographic area within which the Occasional Teacher wishes to accept occasional teaching assignments; and such Occasional Teacher shall then be placed on the appropriate sub-list. Notwithstanding the Occasional Teacher's selection of a particular geographic area, the Board may request an Occasional Teacher to work in another geographic area if required.

(b) During the school year, an Occasional Teacher may request in writing to the Teacher Personnel Department to be moved from the geographic area or schools selected in 13.03 (a). Upon approval from the Superintendent of Human Resources, the written request shall be accommodated within ten (10) working days.

13.04

Occasional Teachers shall notify the **Teacher Personnel Department of the Board**, in writing, of any change of address **and/or telephone number required** by the Board to contact the Occasional Teacher regarding **teaching assignments**.

13.05

An "A List/B List" system shall be **maintained**. The **"A List"** will be compiled annually on August 31. The **"A List"** shall **comprise all Occasional Teachers employed more than one (1) year prior to August 31**. The **"B List"** shall **comprise all Occasional Teachers with one (1) year or less employment with the Board as of August 31**.

Unless an Occasional Teacher is **specified** by a **Principal**, Occasional Teachers on the "A List" will be given the first **opportunity to accept all daily occasional teaching assignments**. If daily occasional teaching **assignments are still available**, the Occasional Teachers on the **"B List"** will be given the **opportunity to accept those assignments**.

13.06

(a) An Occasional Teacher who is **elected to the position of President of the Association** shall, if the duties of the **office** are such **that she/he is required to make herself/himself unavailable for assignment**, be **retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one (1) school year at a time**.

(b) The Association may request in **September of each school year a specified number of days for the release of the Union President to conduct Union business**. It is agreed that the **Board will be reimbursed by the Association for this time**.

It is also agreed that the Board will **release eight (8) Union Executive members for a maximum of five half days a year to conduct union business**. It is agreed that the Board will be reimbursed by the **Association for this time**.

The Board will consider such time as **teaching experience**.

13.07

The Association may, if it so chooses, **designate one (1) Occasional Teacher to assist in Association Business**. If such **Occasional Teacher** thereby **becomes unavailable for assignment**, he/she shall be retained on **the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one (1) school year at a time**.

13.08

The Association shall **notify the Board of the unavailability of an Occasional Teacher under either Articles 13.06 or 13.07 above**.

13.09

An Occasional Teacher, who because of **illness, maternity, paternity or adoption of a child**, becomes unavailable for assignment, **shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability, provided that such Occasional Teacher must make herself/himself available for assignment during the school year following the commencement of the period of unavailability to be retained on the Occasional Teacher List.**

13.10

Any Occasional Teacher becoming **unavailable for assignment pursuant to Articles 13.06, 13.07, or 13.09 above**, **shall follow the appropriate Teacher Personnel Department procedures regarding the date of commencement and return from the period of unavailability.**

13.11

In the event an Occasional Teacher is suspended or removed **from the Occasional Teacher List for disciplinary reasons. or the Occasional Teacher has been advised by the Superintendent of Human Resources or the Superintendent of Employee Relations or designate(s) that suspension or removal is being considered**, the Occasional Teacher may request a meeting **with the Superintendent of Employee Relations 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 the President of the Association or designate.**

13.12

- (a) **On or about October 1, January 1, March 1, and May 1 of each school year, the Board shall provide the Association with the addresses, telephone numbers, and start date of all Occasional Teachers on the Board's Occasional Teacher List who do not object to the release of such information.**
- (b) **On or about October 1, January 1, March 1, and May 1 of each school year, the Board shall provide the Association with a list of all Assigned Occasional Contracts which have occurred during the period including the name of the Occasional Teacher, location and start and end date.**

13.13

- (a) **The Board shall consult the Occasional Teacher List before filling Assigned Occasional Teacher positions.**
- (b) **When a probationary or permanent teacher with the Board is prescheduled to be absent from teaching duty for a period of at least fifteen (15) teaching days, and the Board decides to replace the teacher with an Occasional Teacher, the Board shall endeavour to post the position, provided Human Resources receives an approved request of such assignment one (1) month prior to the commencement. A copy of such postings shall be mailed to the President and Secretary of the Association.**

- (c) The Board shall advertise **permanent supply positions internally concurrently with the external advertisement.**
- (d) An Assigned Occasional Teacher **Posting Summary for postings which occur during July and August shall be mailed directly to the Association's President and Secretary.**

13.14

An Occasional Teacher who is **included on the Occasional Teacher List shall make herself/himself available for assignment or otherwise provide reasonable grounds for refusing such assignment.**

13.15

An Occasional Teacher who refuses **three (3) 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 assignments during a period of twenty (20) school days shall be deemed to have resigned from the Occasional Teacher List.**

ARTICLE 14 – REMUNERATION AND BENEFITS

14.01

Casual Occasional Teachers

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

Effective January 1, 2001

Basic Rate	statutory Holiday Pay	Vacation Pay	TOTAL
146.26	4.39	5.85	156.50

14.02

Assigned Occasional Teachers

- (a) An Assigned Occasional Teacher **as defined in Article 1 shall be paid in accordance with the current salary grid applicable to the Board's Teachers less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. Placement on the salary grid shall be in accordance with the Assigned Occasional Teacher's recognized teaching experience and category placement as of the date of the assigned occasional contract. Payment on the Teachers' salary grid shall be retroactive to the first day of the assigned occasional contract. The Assigned Occasional Teacher shall be paid as set out herein until the termination of her/his assigned occasional contract or the assignment thereunder.**
- (b) The vacation and **statutory holiday pay to which the Assigned Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 14.02 (a) above.**

- (c) "Recognized Teaching experience' for the purpose of 14.02 (a) above means previous school teaching **experience** - b y - -
- (d) In determining an Assigned **Occasional Teacher's** category for placement on the salary grid, the Board will be guided by **the manner** of **determining category** placement set out in the **appropriate Teachers' Collective Agreement**.
- (e) It shall be the responsibility of the **Assigned Occasional Teacher** to **provide the** Board with her/his **Qualifications Rating Statement** and **any supporting** documents no later than the end of the **assignment**.
- (f) If an assignment is not **prescheduled as** an **assigned occasional position** but turns into one for which the **Board** intends to grant an **assigned occasional** contract, the **Occasional Teacher currently filling the position shall have the right** to be considered for such **assigned occasional contract along with other possible** candidates.

14.03

Occasional Teachers shall be entitled to **.6 of the daily rate for half day assignments**

14.04

- (a) An Assigned **Occasional Teach** **employed on an assigned occasional contract** for a period of four **(4)** months or **more shall** be **entitled to receive benefit** coverage under the following **conditions**:

Subject to, and in **accordance with, the terms and conditions set out in each** Plan, the Board shall **assume the undemoted contributions to the Plans, based** upon full-time employment of **employees eligible to enroll in such Plans.**

The agreement to pay the cost of a **group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any Assigned Occasional Teacher should any insurer fail or refuse to pay or provide same, in whole or in part.**

Subject to, and in accordance **with the terms and conditions set out in each Plan,** part-time Assigned **Occasional Teachers shall be eligible for the benefits as** described.

If a part-time Assigned Occasional **Teacher is eligible and elects to participate in** a Plan or Plans, the Board **will assume a portion of the undemoted percentage** premium cost(s), such portion **to be determined as follows:**

Percentage of time worked by	X	Board share of premium cost for
---------------------------------	---	------------------------------------

part-time Assigned
Occasional Teacher

**a full-time Assigned
Occasional Teacher**

The remainder of the premium cost **shall** be paid by the **part-time Assigned Occasional Teacher**.

Actual benefit coverage will **commence on the date upon which the Benefits Department receives the complete and fully executed documentation package**. The Board shall **contribute the percentage of premium costs for full-time employees as hereinafter set out**.

- (b) Life Insurance
\$10,000 basic Life Insurance coverage **will be provided... 100% of required premiums**

Additional optional coverage at 3 x annual salary..... **80% of required premiums**
- (c) Semi-private hospital **coverage.....100% of required premiums**
- (d) Major Medical Plan with extension to **cover: eyeglasses \$200, hearing aids \$500 every five (5) years, chiropractic coverage maximum \$225 per person beyond government plan and Health Care Outside Canada - Deductible \$10 single, \$20 family..... 90% of required premiums**
- (e) Dental Plan II based on current **O.D.A. Fee Guide.....90% of required premiums**
Maximum Orthodontic **\$3000 per lifetime. Maximum individual Dental \$2000 per year.**
- (f) Long Term Disability **Benefits become effective after 75 working days of continuous disability100% of required premiums**

14.05

The Employer **reserves** the right to change **employee benefit insurers or carriers** at any time, providing that the benefits are **equal or better, with notification to the executives of the Association.**

14.06

All new or changed coverage of **benefits negotiated into this Agreement, unless otherwise specified, will take effect the first day of the month following ratification.**

14.07

An Occasional Teacher who **replaces an itinerant teacher shall be entitled to be reimbursed for mileage on the same basis as the itinerant teacher would be entitled to reimbursement.**

ARTICLE 15 – ASSIGNMENT AND REPORTING PAY

15.01

An Occasional Teacher who is **called out for an assignment at a particular school shall be paid the appropriate rate for that assignment.. In the event that an Occasional Teacher is called out for an assignment and that assignment is not available, the Occasional Teacher is required to contact the Teacher Personnel Department for re-assignment in order to qualify for payment for that assignment.**

15.02

Each Occasional Teacher shall **normally be assigned the regularly scheduled supervision duties and workload of the Teacher being replaced, except when adjusted by the Principal.**

15.03

In the case of full-day **assignments. Occasional Teachers shall receive a continuous and uninterrupted forty (40) minute lunch period exclusive of the allotted planning, preparation and evaluation time.**

ARTICLE 16 - SICK LEAVE CREDITS

16.01

An Assigned Occasional Teacher **shall be entitled to two (2) days paid sick leave per month cumulative for the duration of the assigned occasional teaching assignment. Paid sick leave days will be credited at the beginning of the assignment.**

Sick leave credits will be pro-rated **when an assignment is concluded earlier than the original stated completion date.**

16.02

Sick leave credits shall be carried over from one (1) **assigned occasional teaching assignment to another to an accumulated total of fifty (50) sick leave credits. Each teacher shall be given a statement of cumulative sick leave credits on September 30 of each school year for the previous school year worked.**

16.03

An Assigned Occasional Teacher may **be requested to produce a medical certificate for an illness of five (5) or more working days. The Board may request such a certificate at any time for any duration of absence or waive the necessity of such certificate.**

ARTICLE 17 - BEREAVEMENT LEAVE

17.01

(a) An Assigned **Occasional Teacher shall be granted up to five (5) calendar days bereavement leave of absence with pay following date of death of a parent.**

spouse, or child.

- (b) An Assigned Occasional Teacher **shall** be granted up to **three (3) calendar days** bereavement leave in the case of **the death of a parent-in-law, brother or sister**
- (c) An Assigned **Occasional Teacher shall be granted one (1) day** bereavement leave of absence in the case of the death of a **sister-in-law, brother-in-law, child-in-law, grandparent or grandchild.**

ARTICLE 18 - JURY DUTY, SUBPOENA OR QUARANTINE

18.01

An Assigned Occasional Teacher who is **absent from an assigned occasional teaching assignment by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not party or one (1) of the persons charged, shall be paid the difference between the normal earnings and the payment he/she receives as a juror or as a witness.**

18.02

An Assigned **Occasional Teacher shall be entitled to his/her salary notwithstanding his/her absence from duty where, because of exposure to communicable disease, he/she is quarantined or otherwise prevented by the Medical Officer of Health from attending upon his/her assigned occasional teaching duties.**

ARTICLE 19 - LEAVE FOR MOVING PURPOSES

19.01

The Director of Education **may grant one (1) day's leave to an Assigned Occasional Teacher for moving purposes. Any such day granted shall be deducted from the sick leave credits, if any, accumulated during the assignment under Article 16.01, and any such day may be granted only once in any school year.**

ARTICLE 20 – WORKPLACE SAFETY AND INSURANCE BOARD

20.01

When an **Occasional Teacher is awarded Workplace Safety and Insurance benefits, the Occasional Teacher shall receive the amount of monies he/she would be eligible for, directly from the Workplace Safety and Insurance Board.**

ARTICLE 21 - PROFESSIONAL DEVELOPMENT DAYS

21.01

An Assigned 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 he/she attends and**

participates.

ARTICLE 22 - IN-SERVICE TRAINING

22.01

Once each school year, the Board will provide a full day paid in-service training program for Occasional Teachers. In preparing such program, the Board will request input from the Association. The Board will endeavour, if possible, to hold such in-service program on the same day as the Ontario English Catholic Teachers' Association sponsored Professional Development Day.

ARTICLE 23 - DURATION OF AGREEMENT

23.01

Save as otherwise set out, this Agreement shall have effect from the 1st day of January 2001 to the 31st day of December 2001. This Agreement shall continue to have effect after December 31, 2001 unless either party gives notice to the other to negotiate its renewal.

ARTICLE 24 - NOTICE OF RENEWAL

24.01

Either party hereto may give written notice to the other party within the month of September 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 fifteen (15) days of notification, or on a mutually agreed upon date.

24.02

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

President, Dufferin-Peel Unit
of the Ontario English Catholic
Teachers' Association
Occasional Teachers
1077 North Service Road
Box 20004
Mississauga, ON
L4Y 1A6

Superintendent, Employee Relations
Dufferin-Peel Catholic District
s c h o o l -
40 Matheson Blvd. West
Mississauga, ON
L5R 1C5

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.

ARTICLE 25 - DISTRIBUTION OF AGREEMENT

25.01

The Board shall issue a printed copy of the Agreement to each Occasional Teacher on the current Occasional Teachers' List and to each new Occasional Teacher at the time of hiring. The Association will pay half of the cost of all copies.

EXECUTED at Mississauga as of the 17th day of April, 2001.

DUFFERIN-PEEL CATHOLIC
DISTRICT SEPARATE SCHOOL
BOARD

ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
OCCASIONAL TEACHERS

LETTER OF UNDERSTANDING #1

The parties agree to monitor the concerns regarding the assignment and duties required of Occasional Teachers through the Staff Liaison Committee

In addition, the Board will provide the number of persons used to replace teachers on a per diem basis when no occasional teachers are available for assignments, including the number of those persons working on a Letter of Permission.

LETTER OF UNDERSTANDING #2

The Board shall make available to Occasional Teachers the opportunity to enrol in its Semi-private, Major Medical, and Dental plans. Enrolment in the above plans shall be available on November 1 and March 1 of each school year provided that the Occasional Teacher is active and available for work. The Occasional Teacher must pay the full cost of the benefit premiums for the balance of the school year at the time of election. Payment of benefit premiums must be in the form of a set of monthly cheques made payable to the Dufferin-Peel Catholic District School Board.

It is the responsibility of Occasional Teachers to comply with the appropriate procedures for benefits enrolment. Failure to do so may result in a lack of benefits coverage.

LETTER OF UNDERSTANDING #3

The Board will continue to work co-operatively with the Association to address concerns relating to Occasional Teachers* assignments.

LETTER OF UNDERSTANDING #4

The Board will continue its practice of considering members from the Association for full time positions and Assigned Occasional Contracts. The Association will continue to monitor this issue through the Staff Liaison Committee.

LETTER OF UNDERSTANDING #5

Re: Removal of Retirees from the Occasional Teacher List

1. The parties understand and agree that the Occasional Teachers' List, which is used for calling Occasional Teachers for assignments, is purged every 3 months during the school year. These purges are conducted at the end of September, December and April.
2. The parties understand and agree that supply teachers that have not taught since the last time the list was purged are removed from the list.
3. The parties understand and agree that Retirees, re-hired to the Occasional Teacher List, will be treated differently than non-retirees in # 2 above. Retirees shall only be removed from the list every other time, or approximately every 6 months if they have not taught at all during that time, and if they have not taught for a total of 10 days in the current school year. If they have not taught during the 6-month period but have already taught 10 days, they will not be purged from the list, but will remain on the list until the next review period.

LETTER OF INTENT #1

An Occasional Teacher employed on an assigned occasional contract will be evaluated by the administrator at the school after one (1) month in the classroom, if possible. Should the evaluation not be positive, the administrator will endeavour, where possible, to re-evaluate the Occasional Teacher before the end of the contract thereby giving him/her time for professional growth, and to improve his/her teaching and/or classroom management skills.

LETTER OF INTENT #2

School Administrators will make every reasonable effort to ensure that Occasional Teachers assigned half (1/2) day assignments shall not be required to do supervision duties at the lunch hour. Such supervision duties shall be exchanged for other supervisory duties during the day, wherever possible.