

COLLECTIVE AGREEMENT

B E T W E E N

YORK CATHOLIC DISTRICT SCHOOL BOARD

AND

**THE YORK OCCASIONAL TEACHERS' OF
THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**



September 1, 2004 – August 31, 2008

THIS AGREEMENT made as of the 27th day of June, 2005

BETWEEN

YORK CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the 'Board')

OF THE FIRST PART

THE YORK OCCASIONAL TEACHERS' LOCAL
OF THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

(hereinafter called the 'Association')

OF THE SECOND PART

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Article 1 – Purpose

- 1.01 It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Association and to provide for the prompt and equitable disposition of grievances.

Article 2 - Definitions

- 2.01 (a) “Teacher” shall mean any employee of the Board who falls within the term ‘teacher’ as defined in the *Education Act* (R.S.O. 1990, c.E.2, Part X.1), and who is engaged in a teaching function.
- 2.01 (b) Occasional teacher shall mean an "occasional teacher" as defined in the *Education Act* (R.S.O. 1990, c. E.2). A teacher is an occasional teacher if he or she is employed by a 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 a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
 - (ii) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 2.01 (c) Casual Occasional Teacher shall mean any occasional teacher employed by the Board:
Effective 2004-05 for a period of 15 or less consecutive days,
Effective 2005-06 for a period of 14 or less consecutive days,
Effective 2006-07 for a period of 12 or less consecutive days,
- 2.01 (d) Long Term occasional teacher shall mean an occasional teacher who has worked:
Effective 2004-05 for a period of 16 or more consecutive days,
Effective 2005-06 for a period of 15 or more consecutive days,
Effective 2006-07 for a period of 13 or more consecutive days,
teaching days as a replacement for a teacher.
- 2.02 "Days" means instructional days unless otherwise specifically provided. "Instructional days" shall be those designated each school year by the Board and do not include professional activity days or school holidays.

- 2.02 (a) Each long term occasional teacher shall have a dated “long term occasional contract of employment” specifying the assignment, duration and salary. A true copy of such contract shall be rendered to the occasional teacher. Failure by the Board to render such contract does not remove the occasional teachers’ rights under 2.01 (d).
- 2.02 (b) In the event that the long term occasional teachers’ contract of employment is to be terminated prior to the original termination date, the long term occasional teacher shall be given five instructional days notice or five days pay in lieu of notice.
- 2.02 (c) In determining whether to grant a long term occasional contract of employment, the Board shall regard professional activity days which are worked, statutory holidays or days when schools are closed by the Board as not breaking the consecutiveness of the days involved.
- 2.02 (d) The Board shall not break the consecutiveness of days of an assignment which already is a long term occasional teacher assignment or which may become a long term occasional teacher assignment.
- 2.03 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

Article 3 - Recognition

- 3.01 This agreement shall apply to the teacher bargaining units defined at Section 277.3 (1), parts 2 and 4 in the *Education Act*.
- 3.02 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.

Article 4 - Scope

- 4.01 No teacher, as defined in the *Education Act*, covered by any agreement made under the *Ontario Labour Relations Act* shall be covered by this agreement. However, a teacher who is covered by such Act as a teacher in respect of part time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect to such occasional teaching assignment.
- 4.02 No person in any International Languages Program, Continuing Education or similar such program operated by the Board, shall be covered by this Agreement. However, such person who is legally employed as an Occasional Teacher, shall be covered by this Agreement in respect of such occasional teaching assignment.

Article 5 - Management Rights

- 5.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its administration.
- 5.02 Without limited the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any occasional teacher to lodge a grievance under the grievance procedures here provided for, the occasional teachers and the Association recognize and accept that it is the right of the Board to: a) hire, assign, discipline, discharge, retire or layoff.

Article 6 - Association Security

- 6.01 All Occasional Teachers employed with the Board upon completion of a (75) seventy five instructional day probationary period shall become members of the Association. The Board will supply the local Association with an up to date list of the occasional teachers and their addresses four times per school year, on or before September 15th, December 1st, March 1st and June 15th.

The lists provided to the local Association shall specify which members are:

- i) available for work;
- ii) on leave of absence;
- iii) on long term occasional assignments; and
- iv) retired members currently active.

Article 7 - Just Cause

- 7.01 Occasional teachers shall serve a probationary period of seventy five (75) days taught within the local bargaining unit, within a two year period. During the probationary period, an Occasional teacher shall be considered as being on a trial basis and may be discharged or removed from the occasional teacher list at the sole discretion of the Board without recourse to the grievance procedure.
- 7.02 No occasional teacher who has completed his/her probationary period shall be demoted, disciplined or discharged without just cause.
- 7.03 Before a formal disciplinary meeting occurs that involves an occasional teacher, the occasional teacher will be informed of the right and encouraged to seek counselling from a Local representative.
- 7.04 An occasional teacher removed from TSSI from one or more schools, shall be notified immediately regarding the date, duration and reason for such removal. The occasional teacher local shall be notified of all such removals.

Article 8 - Association Dues

- 8.01(a) During the term of this Agreement, the Board agrees to deduct, from each pay cheque of each occasional teacher, the regular monthly fees and dues as certified by the Association to be currently in effect according to the constitution and by laws of the Association. The Association shall notify the Board in writing, no later than August 31 for the following November, as to the amount of dues or fees currently in effect according to its constitution and by laws.
- 8.01(b) Effective September 1, 2003, the Board agrees to deduct from each pay cheque of all persons who are not members of the Ontario College of Teachers a daily fee of \$2.00 when they perform occasional teacher work.
- 8.02 Dues, fee and levy deductions made as in Article 8.01 (a) and 8.01 (b) shall be forwarded to the Provincial Office of the Association and a copy to the President of the Association. Such deductions shall be accompanied by a listing indicating the Occasional Teacher or person's name and the amount of the dues deducted.
- 8.03 In addition to the fees set out above, the Board shall deduct a local levy from each occasional teacher in each pay period, and remit all levies to the York Occasional Teacher's Local.
- 8.04 The Association shall indemnify and save the Board harmless with respect to all claims, suits, judgements, attachments and any form of liability as a result of the deductions and remittance of dues, fees and levies by the Board pursuant to this article.

Article 9 - Strikes and Lockouts

- 9.01 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. Lockout and strike shall be as defined in the *Education Act* as amended from time to time.

Article 10 - Association Representation

- 10.01 The Association may appoint or otherwise select a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board in the renewal or amendment of this agreement.
- 10.02(a) The Board shall grant leave to occasional teachers to perform Association business without disqualifying the occasional teacher from accumulating days for Long Term Occasional pay.

- 10.02(b) All occasional teachers, both casual occasional and long term occasional, appointed by the Association to attend Association business, qualify for payment by the Board subject to article 10.02(c).
- 10.02(c) The Association shall reimburse the Board for monies paid to occasional teachers on Association business.
- 10.02(d) The President of the Occasional Teachers Local, or designate of the President, shall be granted leave of absence to attend to Association business provided:
- (i) the leave is requested, in writing, at least 8 school days in advance;
 - (ii) the number of leaves does not exceed 1 per month or 10 per school year;
 - (iii) the Association reimburses the Board for all compensation paid to a long term occasional teacher on Association business.
- The Superintendent of Human Resources may waive (i) or (ii) above.
- 10.03 No occasional teacher shall leave his or her assigned duty to attend to union business without the consent of the Director of Education or designate.
- 10.04 The Association and/or employees covered by this Agreement will not engage in Association activities during working hours, or hold meetings at any time on the premises of the Board without the permission of the Superintendent of Human Resources.
- 10.05 There shall be no discrimination against a member based on the grounds identified in the *Ontario Human Rights Code* and the *Ontario Labour Relations Act*.

Article 11 - Leaves of Absence with Pay

11.01 Sick Leave

- a) An eligible long term occasional teacher shall be granted sick leave with pay at the rate of one day's credit for each ten days of long term assignment completed. Sick leave credits may be accumulated during the long term occasional assignment and may be carried over for up to two consecutive school years.
- b) Unused sick leave credits are transferable to the Cumulative Sick Leave account if the occasional teacher is hired as an elementary or secondary teacher.
- c) The sick leave credits accumulated by each long term occasional teacher shall be reduced by one day for each day of absence due to illness or injury. Such a teacher shall, when requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a registered medical or dental practitioner.

- d) There shall be no payment made by the Board, other than in accordance with article 11.01 (b) to any occasional teacher in respect of unused sick leave credits accumulated while employed as a long term occasional teacher.

e)

11.02 Other Leaves With Pay

- a) Bereavement leave of up to five (5) days shall be granted without loss of pay but as a deduction from sick leave credit to a long term occasional teacher in the event of the death of a parent, spouse, child, sister or brother.
- b) Bereavement leave of one (1) day shall be granted without loss of pay but as a deduction from sick leave credit to a long term occasional teacher in the event of the death of a parent-in-law, sister or brother-in-law, child-in-law, grandparent or grandchild or close friend of the family.
- c) A long term occasional teacher who is selected for service as a juror or is required by subpoena to appear in court as a witness in any proceeding in court in which he or she is not a party to or are of the persons charged, shall be paid the difference between the normal earnings and the payment, excluding expenses, the occasional teacher receives as a juror or a witness if such duty occurs during a long term occasional teaching assignment.
 - d) A long term occasional teacher shall be entitled to her/his salary notwithstanding her/his absence from duty where, because of exposure to communicable disease he/she is quarantined or otherwise prevented by the order of the medical health authorities from attending upon her/his assigned occasional teaching duties.

11.03 Leaves Without Pay

A) Association Business

- i) 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 President is required to be 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 school year at a time.
- ii) The Local of the Association may, if it so chooses, designate an occasional teacher to assist in Association business. If such occasional teacher thereby becomes unavailable for assignment, such occasional teacher 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 school year at a time.

Other

- iii) An occasional teacher, who because of illness, pregnancy, paternity, 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 but not for longer than two school years at a time.
- iv) An occasional teacher who because of personal reasons becomes unavailable for assignment, 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 school year.

11.04 Any occasional teacher becoming unavailable for assignment pursuant to 11.03 (i) (ii) (iii) above shall inform the Superintendent of Human Resources of the date of commencement of and return from the period of unavailability.

Article 12 - Posting

12.01 The Board shall provide space on a bulletin board in each school having a bulletin board, accessible to the occasional teachers and upon which the Association shall have the right to post notices related to Association business.

12.02 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 and the President of the Association.

Article 13 - Separate School Support

13.01 The Board shall provide each employee covered by this collective agreement with a letter for Separate School Support. The letter is Appendix A to the collective agreement.

Article 14 - Liaison Committee

14.01 The Association and the Board shall establish a Liaison Committee composed of representatives of the Association and of the Board. The committee shall meet as necessary to discuss workplace issues.

Article 15 - Grievance Procedure

15.01 Within the terms of this agreement, a grievance shall be defined as a difference relating to the interpretation, application, administration, or alleged violation of this agreement.

15.02 Informal Stage

If an occasional teacher who is covered by this agreement has a grievance the Occasional teacher shall discuss the complaint with the principal, where applicable. Such complaint shall be brought in writing to the attention of the principal within thirty working days of the incident giving rise to the grievance. The principal shall attempt to resolve the dispute informally and shall give his or her decision, in writing, within ten working days of receiving the grievance.

15.03 Step I

Should the occasional teacher be dissatisfied with the decision of the principal, the occasional teacher may refer such matter in writing to the Senior Manager of Employee Relations/Legal Counsel within ten working days of receipt of the reply of the principal. The complaint shall constitute a formal grievance at Step I. The statement of grievance shall indicate the name of the grievor; shall state the facts giving rise to the grievance; shall identify by specific reference and provision(s) of this agreement alleged to be violated and shall indicate the relief sought. The Senior Manager of Employee Relations/Legal Counsel shall answer the grievance in writing within ten working days of receipt of the statement of grievance.

15.04 Step II

If no settlement is reached at Step I, the occasional teacher, representatives of the Association and representatives of the Board shall, at the request of the grievor, meet within ten working days of receipt of the written reply, to discuss the grievance.

If the grievance is not settled within ten working days, it may be referred to arbitration as provided for in Article 15.10.

15.05 The Association may initiate a policy grievance relating to the interpretation, application, administration or alleged violation of this agreement beginning at Step II of the grievance procedure. Such grievance shall be filed within thirty working days of the incident giving rise to the grievance and shall be in the form prescribed in Step I.

- a) In the event the grievance is not settled within ten working days, it may be referred to the Director of Education or designate for review.

- b) A written response shall be provided by the Director of Education or designate within ten working days of receiving the grievance. If the grievance remains unsettled, it may be referred to arbitration as provided for in article 15.10.
- 15.06 Any grievance which is not commenced or carried through to the next stage of the grievance procedure by the grievor within the time specified shall be deemed to have been abandoned and no further action can be taken with respect to such grievance. The time limit specified in this article may be extended by mutual agreement in writing between the parties to this agreement.
- 15.07 If the stipulated time limits are not met by the party with whom the grievance is being lodged, the grievor shall have the right to appeal the grievance to the next level of the procedure.
- 15.08 A complaint or grievance arising from an allegation by the Board that the occasional teachers or the Association have violated a provision of this agreement will be referred to the Association within ten days of the alleged violation. The parties will attempt to resolve the grievance. Failing resolution, the grievance will be referred to arbitration as provided for in Article 15.10. Such reference will be made within 30 days of the incident giving rise to the complaint.
- 15.09 In this article, a working day shall be defined as a school day.

Arbitration

- 15.10 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference to arbitration. The notice shall contain the name of the party's nominee to an Arbitration Board and shall be delivered to the other within ten working days of the reply under Step II. The recipient party shall, within ten working days, advise the other of the name of its nominee to the Arbitration Board.
- 15.11 The two nominees so selected shall, within five working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairperson, within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any occasional teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. The powers of the arbitration board shall be the powers of an arbitration board established under the *Ontario Labour Relations Act*.

- 15.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 15.13 Each of the parties hereto shall bear the expenses of the nominee appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.
- 15.14 The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a regulation thereunder or the provisions of the agreement, nor to alter, modify or amend any part of this agreement.
- 15.15 No action of any kind will be taken against any occasional teacher because of his/her participation in this grievance procedure.
- 15.16 The parties may, by mutual consent, agree on the appointment of a single arbitrator whose decision shall be binding.
- 15.17 By mutual consent, the parties may agree to extend the time limits at any one step.

Article 16 - Personnel Files

- 16.01 All occasional teachers shall have access to review their personnel files upon their request in writing. The occasional teacher's file shall be examined in the presence of the person authorized by the Board. The occasional teacher, upon request, shall be provided with a photocopy of any document from the file at cost to the employee.
- 16.02 Each occasional teacher shall have the right to object in writing to any item in the file and such objection shall be attached to the disputed document. No written objection shall be removed from the occasional teacher's file without the occasional teacher's consent.
- 16.03 No documents, assessments or written comments, any of which are derogatory shall be placed in an occasional teacher's file unless a copy is sent to the occasional teacher.
- 16.04 All documents, assessments or written comments may be removed from the file after 3 years.

Article 17 - Occasional Teacher List

- 17.01 The Board shall establish an occasional teacher's list. This list shall mean the total of any sub lists kept by the Board's Human Resources Department.

- 17.02 a) Each occasional teacher may be assigned to additional classroom duties.
b) Occasional teachers shall not be assigned any duties prior to the commencement of an assignment.
- 17.03 To be eligible for inclusion on the Occasional Teachers' List, an Occasional Teacher must satisfy the requirements of the *Education Act, Ontario College of Teachers' Act* and accompanying regulations.
- 17.04 Prior to being placed on the Occasional Teachers' List, an Occasional Teacher must first be approved based on a Board interview and also submit proof of College of Teacher membership and all other Board required documentation.
- 17.05 Once accepted for placement on the Occasional Teachers' List, the Occasional Teacher shall:
- a) select an area(s) of the Board and individual school(s),
 - b) indicate subjects or divisions qualified to teach,
 - c) indicate subjects or divisions willing to teach and
 - d) ensure Board is kept apprised of availability via the TSSI system.
- 17.06 All occasional teacher work in the Board shall be assigned to occasional teachers on the Occasional teachers' list.
- 17.07 Special requests must come through the on site administrator; only qualified occasional teachers from the Board's occasional teacher list are eligible for a special request placement.
- 17.08 When it is necessary for a principal to call in an occasional teacher during the day in an emergency situation to substitute for a teacher, the occasional teacher who responds to the call will not be skipped in the regular rotation.
- 17.09 In the event the Board employs a supernumary teacher for a given period of time, such teacher shall be given priority placement. Both parties agree that this is an exception and should occur as seldom as possible.
- 17.10 If occasional teachers wish to be considered for a regular day school position, they may indicate their interest in writing to the Manager of Teacher Personnel, stating their qualifications and work experience. A list of names and qualifications will be forwarded to Principals for first consideration prior to any external hiring.

Article 18 - Long Term Occasional Positions

- 18.01 The Board will maintain a Long Term Occasional Teacher Roster for assignment as identified in article 18.04. In order to be eligible for the Long Term Occasional Teacher Roster, occasional teachers will have completed the probationary period, have been on the Board's occasional teachers' list ten months or more and have been approved for long term occasional assignments.
- 18.02 Long Term occasional positions shall be granted to supernumary teachers, then to laid off statutory teachers on the occasional teachers' list and then to occasional teachers who have been approved for placement on the Board's Long Term Occasional Teacher Roster, and then to the Board's Occasional Teacher List.
- 18.03 The names of laid-off statutory teachers, who have indicated to the Board they wish to be included on the Board's Occasional Teacher List, shall be mailed to the President of the Association no later than August 31 in each school year or within 30 days of layoff in any other circumstances.
- 18.04 When a teacher with the Board is pre scheduled to be absent from teaching duty for a period of at least two school months, but less than a school year and the Board decides to replace the teacher with a long term occasional teacher, then the Board shall assign a replacement from the Long Term Occasional Teacher Roster. A copy of such assignment shall be mailed to the President and the Secretary of the Association.
- 18.05 Occasional teachers shall be advised of available prescheduled long term occasional assignments by an information posting on the Board's web site.
- 18.06 If the Board does not find a suitable candidate from internal considerations, then the Board may fill the position at its discretion from external candidates.

Article 19 - Method of Payment

- 19.01 The Board shall pay, in respect of each day of employment with the Board in an occasional teaching assignment, the following rate of pay:
- (a) The Board agrees to calculate and pay a per diem rate for each day of casual occasional teacher assignment. The per diem rate shall be calculated using a current OECTA York Unit salary grid and applying the following formula:

Effective September 1, 2004 \$179.68
Category A2 Step 0 x 94% ÷ 190

Effective September 1, 2005 \$185.24
Category A2 Step 0 x 95% ÷ 190

Effective September 1, 2006 \$189.93
Category A2 Step 0 x 95.5% ÷ 190

Effective February 8, 2007 \$191.83
Category A2 Step 0 x 95.5% ÷ 190

Effective September 1, 2007 \$196.30
Category A2 Step 0 x 96% ÷ 190

Effective February 21, 2008 \$199.05
Category A2 Step 0 x 96% ÷ 190

Effective August 31, 2008 \$200.09
Category A2 Step 0 x 96.5% ÷ 190

- (b) The Board agrees to apply the above noted per diem calculation formula (article 19.01(a)), if the OECTA York Unit salary grid is revised during the 2004 – 2008 school year.

19.02 A Long Term Occasional Teacher shall be paid in accordance with the salary grid in effect pursuant to the Board's O.E.C.T.A. York Unit Collective Agreement.

19.03 Occasional Teachers shall be paid on a bi-weekly basis. Pay shall be deposited directly into the financial institution of the Occasional teacher's choice. Pay statements shall be mailed to each Occasional teacher upon issuance.

19.04 Effective January 1, 2003, a Long Term Occasional Teacher in an assignment of sixty (60) school days or more, with the exception of those Long Term Occasional Teachers who are in receipt of a pension, shall be entitled to pay in lieu of benefits in the amount of \$40.00 per twenty (20) school days of the assignment in addition to his/her regular wages. In the event an occasional teacher, during the long-term assignment, becomes a member of OECTA York Unit; the pay in lieu of benefits shall end.

Article 20 - Allowance for Experience

20.01 Recognized teaching experience for the purpose of article 19.02 above, shall include the following:

- a) Elementary or secondary school teaching experience in Ontario on a full time basis that is used to establish step on the grid. This is to be adjusted by the following:
 - i) Teaching experience in other schools or other jurisdictions may be used to establish the step on the grid at the time of hiring at the discretion of the Superintendent of Human Resources.

- ii) Experience for part of a year will be credited at 1/10th of the yearly increment per month or major fraction thereof provided that the teaching was on a full time basis and as a regularly employed teacher or an extended occasional teacher's assignment with the Board or any other school board in Ontario. If such teacher was on a part time basis the increment will be pro-rated. No credit shall be given under article 20.01 for experience in the current school year.
- iii) At the beginning of the school year, teaching experience in fractions of years will be added to give complete steps for each 10 months if the experience is with the York Catholic District School Board or has been accepted in 20.01 (a) (ii).

20.02 In determining a long term occasional teacher's category placement on the salary grid, the Board will be guided by the definitions set out in Qualifications Evaluation Council of Ontario Programme 5.

20.03 It shall be the responsibility of the long term occasional teacher to provide the Board with a Qualifications Rating Statement and any supporting documents prior to the 15th day of the fifth month of the long term occasional assignment for retroactive adjustment to the first day of the first long term assignment of the current school year.

Article 21 - Reporting Pay

21.01 An occasional teacher who reports for a half day placement as a result of a dispatching error on the part of the Board shall be paid a half day's pay for reporting as required.

21.02 An occasional teacher who reports for a full day placement as a result of a dispatching error on the part of the Board shall be paid a full day's pay for reporting as required.

21.03 An occasional teacher who reports to work on an inclement weather day shall receive a full day's pay.

Article 22 - Professional Development Days

22.01 A long term occasional teacher who is scheduled to work when there is a professional development day, will be paid for the day and will be required to participate in the scheduled professional development sessions.

22.02 In the event that an occasional teacher is required by the Board to attend a professional development day, the occasional teacher shall receive the normal rate of pay for the day.

22.03 An occasional teacher not meeting the conditions in article 22.01 or 22.02 may attend, without pay, scheduled professional development days arranged by the Board. Requests are to be made in writing to the Superintendent of Human Resources.

22.04 One Professional Development Day each school year as designated by the Board shall be paid for all Occasional Teachers. The Board shall consult with the Association regarding the scheduling of the day and the program to be offered.

Article 23 - Travel Allowance

23.01 Effective January 1, 2005 a travel allowance of \$0.39/kilometre or Board Policy, whichever is greater, shall be paid to occasional teachers when replacing an itinerant teacher.

Article 24 - Distribution of Agreement

24.01 The Board shall issue a copy of this agreement to each occasional teacher in its employ and the Association shall pay half of the cost of all copies.

Article 25 – Criminal Background Checks

25.01 The Board shall be responsible for the confidential collection and storage of all information pertaining to Regulation 521/01 – Criminal Background Checks.

Article 26 - Duration of Agreement

26.01 This agreement shall be in effect from September 1, 2004 and shall continue in full force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, within 90 days prior to the expiration date, as to its desire to negotiate with a view to renewal with or without modification, of this Agreement. If notice is given, the parties shall meet within 15 days from giving of notice or unless otherwise mutually agreed upon.

Dated at the Town of Aurora, this 27th day of June, 2005.

For the Board

For the Union

Chair

Local President

Director of Education

Vice President

Associate Director
Corporate Services

Treasurer

Superintendent of
Human Resources

Association
Representative

Senior Manager of
Employee
Relations/Legal
Counsel

Appendix A

TO OCCASIONAL TEACHERS OF THE YORK OCCASIONAL TEACHERS' LOCAL OF O.E.C.T.A.

The Board and the teachers recognize that the funding of the Roman Catholic Separate School system in the Province is provided primarily through a combination of Provincial grants and local taxation.

They further recognize and agree that the viability of the system depends in part on the commitment of those persons eligible to be its tax supporters.

Accordingly, it is expected that the Occasional Teachers employed by the York Catholic District School Board, who are eligible to do so, will direct their property taxes to the support of the Roman Catholic Separate School system and they shall be encouraged to do so by the York Occasional Teachers' Locals of O.E.C.T.A.

LETTER OF UNDERSTANDING #1

Re: LTO Grid Pay and Daily Rate

The Board agrees to consider and address individual situations wherein an occasional teacher could be eligible for less on a daily basis on a long term occasional assignment because of their years of experience and category placement. In these particular situations the Board will not penalize the occasional teacher but will instead continue the higher of the two daily rates during the term of the assignment.

LETTER OF UNDERSTANDING #2

Re: College of Teachers' Fee

The Board agrees to reimburse the 2006 Ontario College of Teachers fee, up to \$104.00 upon proof of payment, for all daily supply teachers who teach both:

- 70 assignments or more between January 1, 2005 to June 30, 2005, and
- 40 assignments or more between September 1, 2005 to December 31, 2005 .

The Board agrees to reimburse the 2007 Ontario College of Teachers fee, up to \$104.00 upon proof of payment, for all daily supply teachers who teach both:

- 70 assignments or more between January 1, 2006 to June 30, 2006, and
- 40 assignments or more between September 1, 2006 to December 31, 2006.

The Board agrees to reimburse the 2008 Ontario College of Teachers fee, up to \$104.00 upon proof of payment, for all daily supply teachers who teach both:

- 70 assignments or more between January 1, 2007 to June 30, 2007, and
- 40 assignments or more between September 1, 2007 to December 31, 2007

The parties agree that the College of Teachers fee reimbursement is only available to daily supply teachers and does not include time worked in a long term assignment.

LETTER OF INTENT #1

Re: Occasional Teachers' List

It is the intent of the Board to endeavour to maintain the occasional teachers' list at its current level.

LETTER OF INTENT #2

WORK ASSIGNMENTS OF DAILY SUPPLY TEACHERS

In assigning the workload of casual Occasional Teachers (daily supply teachers) the following principles are to be upheld:

1. An occasional teacher will be assigned to the duties of the teacher being replaced, except, in the case of an emergency.
 - a) Occasional teachers replacing an absent secondary school teacher may however be assigned to an additional on-call or supervisory duty, during an assigned instructional period, not to exceed one-half of the duration of that period.
2. Marking or evaluation to be undertaken by a casual occasional teacher is limited to the student work, which occurred during the daily assignment.
3. Noon hour duty cannot prevent an occasional teacher with a half day placement from accepting another half day placement in the same day.
4. An occasional teacher with a full day placement is expected to have a 40 minute uninterrupted lunch period.
5. Classroom duties do not include clerical duties other than those associated with teaching and classroom duties.

6. It is desirable to have regular teaching staff prepare lesson plans to provide for as long a period as possible to account for unexpected absences.
7. Casual occasional teachers should initiate or respond to parental contact only through the Principal and at his or her direction.

In the event the above noted principles are not followed, the President of the York Occasional Teachers' Locals will bring the matter to the attention of the Senior Manager of Employee Relations/Legal Counsel.