

**COLLECTIVE AGREEMENT**

**between**

**THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD**  
**(hereinafter called the "Board")**

**and**

**THE DURHAM LOCAL OF THE**  
**O.E.C.T.A. OCCASIONAL TEACHERS**  
**(hereinafter called the "Association")**

**January 1, 2003 until August 31, 2004**

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**ARTICLE 1**    **DEFINITIONS**

- 1.01    a)    “Teacher” shall mean a “teacher” as defined in the Education Act, Part X.I.s.277.1: “Part X.1 teacher” means a teacher employed by a Board to teach but does not include a supervisory officer, a principal, a vice-principal or an instructor in a teacher-training institution.
- b)    “Temporary Teacher” means a person employed to teach under the authority of a Letter of Permission.
- 1.02    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:
  - a)    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
  - b)    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.
- 1.03    Casual Occasional Teacher shall mean any Occasional Teacher employed by the Board for a period of less than ten (10) consecutive teaching days.

**ARTICLE 1**    **DEFINITIONS** (cont'd)

- 1.04            Long-Term Occasional Teacher shall mean any Occasional Teacher employed by the Board who has worked for a period of ten (10) or more consecutive teaching days as a replacement for a teacher.
- 1.05            Occasional Teacher List means a list of all Occasional Teachers, as defined in the Education Act, who have been accepted by the Board to teach as Occasional Teachers.
- 1.06            Local Executive means the President and other officers of the Durham Occasional Teachers' Local of O.E.C.T.A.
- 1.07            Priority Consideration Hiring List - Any long term Occasional Teacher who has received a positive evaluation during a teaching assignment of four (4) months shall be placed on a PRIORITY CONSIDERATION HIRING LIST.

**ARTICLE 2**    **RECOGNITION**

- 2.01            The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.

**ARTICLE 3**    **MANAGEMENT RIGHTS**

- 3.01            The Association recognizes that it is the right of the Board to exercise the regular and customary functions of management and to direct the working forces, subject to the terms of this Agreement and the statutes of Ontario. In addition, the provisions of this Agreement are subject to the occupational requirements of the Catholic District School Boards with respect to creed in accordance with the Constitution Act, 1867.

**ARTICLE 4**    **NO STRIKES, NO LOCKOUTS**

4.01            The Board agrees that there shall be no lockout of Occasional Teachers and the Association agrees that there shall be no strike so long as this Agreement continues to operate. Lockout and strike shall be as defined in the Ontario Labour Relations Act as amended from time to time.

**ARTICLE 5**    **ASSOCIATION SECURITY**

5.01            All Occasional Teachers on the Occasional Teachers' List shall pay Association dues and are members of the local bargaining unit.

5.02            Effective September 1, 2003, the Board agrees to remit dues to the Provincial Office of the Association for Occasional Teachers on Interim Certificates of Qualification.

5.03            The Board will report to the Association, through the Human Resources Department, the use of personnel who are not members of the Ontario College of Teachers, upon request on a monthly basis. The Board agrees to consult with the Association, through the Occasional Teacher Local Bargaining Unit President, regarding changes in format of such reporting.

**ARTICLE 6**    **ASSOCIATION DUES**

6.01            The Board shall deduct, for every pay period for which an Occasional Teacher receives a pay cheque, the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.

6.02 Dues deductions made pursuant to Article 6.01 shall be forwarded to the Secretary-Treasurer of the Association. Such deductions shall be accompanied by a list of names of all Occasional Teachers from whose wages the deductions have been made, the amount of dues deducted, and the Social Insurance Number for any new Occasional Teacher added to the List since the previous pay period.

This shall be forwarded to the Secretary-Treasurer of O.E.C.T.A. at 65 St. Clair Avenue East, 4<sup>th</sup> Floor, Toronto, Ontario M4T 2Y8.

6.03 A copy of the union-dues check-off list shall be sent to the President of the Association on a monthly basis.

**ARTICLE 7 ASSOCIATION REPRESENTATION**

7.01 The Association may appoint or otherwise select a Bargaining Committee. Such committee shall represent the Association in all negotiations with representatives of the Board.

7.02 Where an Occasional Teacher is required to attend negotiation meetings during the ten (10) consecutive teaching days required to qualify for a Long-Term Occasional position, the day(s) spent at negotiations shall be considered as teaching day(s) for the purpose of accumulating the above-mentioned ten (10) consecutive teaching days. The Occasional Teacher shall be paid the daily rate of an Occasional Teacher for such school days spent in negotiations and the Association agrees to reimburse the Board.

7.03 The Board agrees to compensate the Chairperson of the local bargaining committee for the time required to attend general meetings called by the Board during regular work hours. This will be limited to the equivalency of three work days compensation during the school year and does not include

grievance, arbitration and/or negotiation meetings.

**ARTICLE 8**    **CORRESPONDENCE**

8.01            All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Education of the Board or designate, the Association and the President of the Occasional Teacher Local.

8.02            A copy of any written notice of reprimand and/or discipline issued to an Occasional Teacher shall be provided to the Association.

**ARTICLE 9**    **NO DISCRIMINATION**

9.01            The Board and the Association shall comply with the Ontario Human Rights Code and the Labour Relations Act.

**ARTICLE 10**   **GRIEVANCE PROCEDURE**

(a) **Regular Grievances**

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.

10.01           **Preliminary Discussions**

In the event that an Occasional Teacher has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Board, the Occasional Teacher shall first attempt to resolve the dispute



verbally with the Principal/Immediate Supervisor.

Failing a resolve, the Occasional Teacher shall submit the grievance in writing to the Local Executive and the outlined procedure shall be followed.

An Occasional Teacher is entitled to Association representation at any point in the grievance procedure.

10.02 Step 1

If the Local Executive considers the grievance to be justified, a copy of the grievance and the redress sought shall be submitted to the Superintendent of Education, Human Resources and the Principal/Immediate Supervisor no later than ten (10) working days of the conclusion of the preliminary discussions. The matter will be taken up within five (5) working days, or such time as is mutually agreeable between the Board and the Local Executive.

10.03 Step 2

In the event that the grievance remains unsettled to the satisfaction of the Local Executive, the grievance will be submitted to the Director of Education within five (5) working days or such time as is mutually agreeable between the Board and the Local Executive. The Director of Education shall, within five (5) working days of receipt of the grievance, hold a meeting with the Local Executive, at which time the grievance will be discussed. The Director of Education will then render the Board's decision in writing within five (5) working days of the date of such meeting.

10.04 Step 3

If no settlement can be reached and the grievor wishes to continue the grievance, the Association shall request, within ten (10) working days after receipt of the Director's reply, a meeting with a Committee of the Board. The Committee of the Board shall convene within ten (10) working days of receipt of the request. The written decision of the Board shall be given to the Local and the Association within fifteen (15) working days following convening of the meeting.

**(b) Policy Grievance**

- 10.05 The Association may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this Agreement beginning at Step Two following ten (10) working days after first attempting to resolve the dispute verbally with the Superintendent of Education, Human Resources. Any such grievance may be referred to arbitration as provided for in this Agreement.
- 10.06 Any complaint or 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 specified in this Agreement may be extended by mutual agreement in writing between the parties to this Agreement.
- 10.07 If the stipulated time limits are not met by the party against whom the grievance is being lodged, the grievor shall have the right to appeal the grievance to the next level of the procedure.

**(c) Board Grievance**

- 10.08 In the event of a complaint or grievance arising from an

allegation by the Board that the Association has violated a provision of this Agreement, the following procedure will be followed to resolve the matter.

- a) A preliminary meeting will be held within ten (10) working days of the alleged violation or such time as is mutually agreeable between the parties, by the Superintendent of Education, Human Resources with the Local Executive of the Association to discuss the matter.
- b) If no agreement can be reached and the Board wishes to continue with the complaint, a meeting with a Committee of the Board and the Association shall be convened within ten (10) working days or at such time as is mutually agreeable between the parties. The Association shall provide a written decision to the Board within fifteen (15) working days following the convening of the meeting.
- c) If the matter cannot be resolved, it may be referred by the Board to arbitration.

10.09 In this Article, a working day shall be defined as a school day.

10.10 Either party may request a single arbitrator after having exhausted the grievance procedure up to arbitration.

10.11 Each party shall bear the expenses of its representatives, participants, witnesses, and the preparation and presentation of its own case. Each of the parties hereto will 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.

10.12 The Board of Arbitration shall not be authorized to make any

decision inconsistent with any Act or regulation thereunder or the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

10.13 No action of any kind will be taken against any Occasional Teacher because of participation in this grievance procedure.

10.14 The parties may, by mutual consent, agree on the appointment of a single arbitrator whose decision shall be binding.

**ARTICLE 11** **INACTIVE STATUS**

11.01 An Occasional Teacher who, because of illness, maternity, paternity, adoption of a child, Association business, or personal business becomes unavailable for assignment shall be retained on the Board's Occasional Teacher List on an inactive basis during the period of unavailability provided that such Occasional Teacher is available for assignment during the school year next following the commencement of the period of unavailability.

**ARTICLE 12** **ACCESS TO RECORDS**

12.01 On application to the Director of Education or designate, an Occasional Teacher shall be entitled to peruse and make a written copy of any report in the teacher's file.

12.02 If a Principal's report on an Occasional Teacher is to be placed in the Occasional Teacher's file, the Occasional Teacher may issue a reply within ten (10) working days from receipt of the report and such reply shall become a part of the Occasional Teacher's file.

12.03 If the Human Resources Department - Teacher Personnel receives a complaint from a student, a 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 memorandum thereof is to be placed in the Occasional Teacher's file. The Occasional Teacher may make a copy of the complaint or memorandum and append any comments thereto.

**ARTICLE 13 BULLETIN BOARDS**

13.01 The Board shall provide the Association representative access to a bulletin board in each staff room for posting of Association business and information for the membership.

**ARTICLE 14 OCCASIONAL TEACHER LIST**

**Permanent Teacher Over-Hirings and Lay-Offs**

- 14.01
- a) Any long term occasional work available shall first be offered to any elementary and/or secondary teacher with the Board in the event same has been laid-off or over-hired and then to Long-Term Occasional Teachers whose name(s) is listed on the Priority List for long term occasional teaching assignments.
  - b) The Board shall provide the Association with a list of all Elementary and Secondary teachers laid off by June 30<sup>th</sup> of each year.
  - c) In the event that the Board is over-hired on September 25, as determined by all collective agreement and regulatory requirements in the elementary or secondary panel, the Board will provide the Association with a list of all teachers over-hired at the earliest possible date, but not later than September 30.
  - c) In any event, teachers over-hired who may become eligible for Long-Term occasional work in Article

14.01 shall not exceed five (5) percent of the number of teachers on the Occasional Teacher List on March 31 of the previous school year.

14.02 An up-to-date Occasional Teacher List shall be sent to the Association by November 30th of each year with an update list by March 31st. The list shall include the address and telephone number for each Occasional Teacher on the list.

14.03 **Placement on Occasional Teacher List**

All Occasional Teachers must have a Certificate of Qualification or Interim Certificate of Qualification issued by the Ontario College of Teachers.

14.04 All certification and required documentation must be submitted before a candidate's name is placed on the Occasional Teacher List.

14.05 In order for an Occasional Teacher to be accepted for placement on the Occasional Teacher List, the Occasional Teacher shall:

- a) select a geographic area or areas, and/or
- b) elect to be placed on a "Specialty List" provided the Occasional Teacher holds the appropriate qualifications, and/or
- c) select one or more of the following divisions:
  - primary
  - junior
  - intermediate elementary
  - intermediate secondary
  - senior, and/or
- d) specify days and time of availability.

14.06 During the school year, an Occasional Teacher may select a

different geographic area or areas and, where possible, the Board will endeavour to accommodate such a request.

14.07 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.

14.08 a) When an Occasional Teacher who has taught fifty (50) or more days with the Board feels unjustly removed from the Occasional Teacher List, the Occasional Teacher may file a grievance. An Occasional Teacher who has taught less than fifty (50) days with the Board may be removed from the Occasional Teacher List and such Occasional Teacher shall have no access to the grievance or arbitration procedures.

b) All Occasional Teachers removed from the list as a result of discipline will be reported to the Local Executive.

14:09 **Dispatch Rotation**

Requests for an Occasional Teacher shall be directed through the Supply Teacher Dispatcher who shall call Occasional Teachers in order of alphabetical rotation on the geographic list and/or the specialty list except where the services of a particular Occasional Teacher have been requested.

14.10 Occasional Teachers, who have been so requested, may be skipped in the regular rotation to accommodate the fair distribution of available work.

14.11 Failure to call an Occasional Teacher as required by clause 14.09 shall not result in any payment to the Occasional Teacher or grievance by the Occasional Teacher for time not

worked, but shall result in such Occasional Teacher obtaining the first available assignment notwithstanding the person's placement in the current rotation.

- 14.12 The rotation pattern shall be activated alphabetically in September and shall continue until the end of June.

The Local Executive may verify the rotation at any time by written request to the Superintendent of Education - Human Resources or designate.

- 14.13 The rotation pattern shall be based upon the time of assignment and not the time of requests. Assignments of a half-day or less shall not count as a regular rotation assignment.

- 14.14 When it is necessary for a principal to call in an Occasional Teacher during the day in an emergency situation to supply for a teacher, the Occasional Teacher who responds to the call will not be skipped in the regular rotation. It will be the responsibility of said Occasional Teacher to advise the Supply Teacher Dispatcher of this circumstance.

- 14:15 **Refusal to Work and Removal from the Occasional Teacher List**

Occasional Teachers shall make themselves available for assignment or otherwise provide reasonable grounds for refusing such assignment. An Occasional Teacher who refuses three (3) or more assignments within a period of forty (40) school days and does not provide reasonable grounds for refusing such assignment or who cannot be contacted for assignments during a period of forty (40) school days shall be removed from the Occasional Teacher list at the discretion of



the Superintendent of Education - Human Resources.

14.16 **Supervision Duties for Assignments at Elementary and Secondary Schools**

- a) Occasional Teachers shall only be assigned the teaching and supervision duties of the statutory teacher being replaced.
- b) A Casual Occasional Teacher shall not be required to assume supervision duties prior to commencement of classes on the first day of an assignment.
- c) Noon hour supervision will not be assigned to an Occasional Teacher when the Occasional Teacher has accepted an afternoon assignment at another school.

14.17 The size of the Occasional Teacher List shall not be greater than the equivalent of 17% of the statutory teacher complement.

14.18 An Occasional Teacher who is required to travel to more than one school in the course of a school day shall be compensated for the travel between the schools at the rate per kilometre as established by Board policy.

**ARTICLE 15 JURY DUTY OR SUBPOENA**

15.01 A Long-Term Occasional Teacher who is absent from assigned work by reason of a summons to serve as a juror or a subpoena as a witness in any proceeding to which they are not a party or one of the persons charged shall be paid the difference between the normal earnings and the payment, less expenses, they received as a juror or as a witness.

**ARTICLE 16 PROFESSIONAL ACTIVITY DAYS**

- 16.01 A Long-Term Occasional Teacher who is scheduled to work when there is a professional activity day shall be paid for the day provided that the Long-Term Occasional Teacher participates in the scheduled professional activities.
- 16.02 An Occasional Teacher may attend a Board-wide professional activity day, if space is available and there is no additional cost to the Board, and the Occasional Teacher shall not receive compensation for such time.
- The Board shall provide P.A. Day agendas and schedules to the Local Executive.

**ARTICLE 17** **QUARANTINE**

- 17.01 A Long-Term Occasional Teacher shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Officer of Health from attending upon the long term assignment.

**ARTICLE 18** **BEREAVEMENT**

- 18.01 Upon the death of a relative, a Long-Term Occasional Teacher pre-scheduled to work more than three (3) months shall be granted a compassionate leave of up to five (5) working days, depending upon the time of bereavement in relation to the normal time off and the degree of relationship of the deceased, without loss of pay.
- A Long-Term Occasional Teacher who is scheduled to work less than three (3) months shall be granted a compassionate leave, but receive payment for only one (1) day.

**ARTICLE 19**    **EXAMINATION OR GRADUATION**

19.01        A Long-Term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director of Education or designate may be absent from duty without loss of pay as follows:

- a)        for the purpose of writing an examination, the half day period during which the examination occurs will be granted;
- b)        for the purpose of attending the graduation, the half day period during which the graduation occurs will be granted.

**ARTICLE 20**    **HIRING PROCEDURES FOR OTHER POSITIONS**

20.01        a)        Any Occasional Teacher desiring full or part-time positions shall submit applications to the Supervisor of Human Resources - Teacher Personnel. The Board agrees to advise the President of the Association and the Provincial O.E.C.T.A. Office of application deadlines.

b)        **Priority Consideration for Hiring**  
If an Occasional Teacher is on a long term assignment of at least four (4) months, the Principal shall submit an evaluation to the Superintendent of Education - Human Resources. If the evaluation is positive, the Occasional Teacher shall be given priority consideration in hiring.

c)        **Other Considerations for Hiring**  
Next consideration for these positions shall be first given to Occasional Teachers who have submitted such applications before outsiders, new graduates or anyone not on the Occasional Teacher List.

- 20.02      **Posting of Long Term Occasional Teacher Positions**  
For a pre-scheduled long term assignment of at least two (2) school months, the Board shall endeavour to post the position on staff room bulletin boards/Board website if the Board received notice of such assignment one month prior to the beginning of such assignment. A copy of such posting shall be mailed to the President of the Association.

**ARTICLE 21    REPORTING PAY**

- 21.01      **Call-out Pay**  
If an Occasional Teacher reports for an assignment and the assignment is not available, the Occasional Teacher shall be guaranteed pay for one-half day and shall be assigned duties by the principal for one-half day.

This Occasional Teacher's name will be placed again at the top of the Occasional Teacher List for the next assignment. However, it will be the responsibility of that Occasional Teacher to advise the Supply Teacher Dispatcher at the Board Office of the circumstance.

**ARTICLE 22    COMPENSATION**

- 22.01      **Pay Periods**  
All Occasional Teachers shall be paid on a bi-weekly basis effective the first full payment made in January 2004.

Employees will be paid by direct deposit at the financial institution of their choice. On each pay day, the employees shall be provided with an itemized statement of their wages and any deductions.

- 22.02      The Board shall pay in accordance with the following:

**Compensation for Daily Occasional Teachers**  
Qualified with Degree      94% of Category A1 of

Elementary Teacher's rate

Qualified without Degree    92% of Category A1 of  
Elementary Teacher's rate

These rates include the vacation pay.

Compensation for Occasional Teachers, continued

**Compensation for Long-Term Occasional Teachers**

22.03

A Long-Term Occasional Teacher shall be placed on the current salary grid from either the Durham Elementary Unit or Durham Secondary Unit, whichever is applicable to their assignment, and in accordance with their recognized teaching experience and qualifications.

- (1) Placement on the salary grid shall be effective on the tenth consecutive day of teaching **in the same class**, retroactive to the first day they began their long term assignment.
- (2) They shall continue to be placed according to the aforementioned salary grid until the expiration of the long term assignment. It is understood that payment on the salary grid includes payment for vacation pay and any paid holidays, if applicable.
- (3) When teaching and/or experience in an allowable area is less than ten (10) months, the salary shall be taken to the nearest tenth of a year and prorated.
- (4) Occasional Teachers shall have one year from the date of hire to the Board to submit to the office of the Director, their initial Q.E.C.O. Evaluation and proof of previous recognized teaching experience with other Boards. The Category recognized by Q.E.C.O. and

the recognized teaching experience shall be retroactive to the date of hire for any applicable assignments, provided the Occasional Teacher is still actively employed by the Board.

Compensation for Occasional Teachers, continued

Q.E.C.O. Evaluations and/or experience received after that date will be effective the following September. The Board will commit to implement the same Q.E.C.O. Program for the Occasional Teachers as is adopted for the Elementary Teacher group of employees.

- (5) Any change in salary by reason of improved qualifications and/or recognized experience, shall be effective for salary purposes September 1st in the calendar year in which proof of documentation is registered at the Office of the Director, provided qualifications have been completed by September 1st of the current calendar year.
- (6) It is the responsibility of the Long-Term Occasional Teacher to bring to the attention of the Office of the Director any improvements in qualifications and/or recognized experience for salary purposes which shall not be retroactive beyond September 1st of the current calendar year.

**ARTICLE 22 Compensation, continued**

Elementary Table of Salaries

February 1, 2003

<u>Years of Exp.</u>	<u>Cat.A</u>	<u>Cat.A1</u>	<u>Cat.A2</u>	<u>Cat.A3</u>	<u>Cat.A4</u>
0	31,639	33,780	35,487	38,759	40,555
1	33,491	35,866	87,770	41,371	43,329
2	35,345	37,952	40,052	43,981	46,106
3	37,271	40,035	42,336	46,591	48,879
4	39,210	42,119	44,617	49,204	51,656
5	41,161	44,207	46,902	51,816	54,420
6	43,403	46,289	49,186	54,429	57,195
7	45,347	48,375	51,471	57,042	59,980
8	47,292	50,459	53,755	59,654	62,757
9	49,239	52,545	56,039	62,266	65,533
10	51,184	54,630	58,323	64,878	68,306
11	53,125	56,716	60,607	67,492	71,082
	56,716				

**ARTICLE 22    COMPENSATION** (cont'd)

Elementary Table of Salaries

September 1, 2003

Years of Exp.	Cat.A	Cat.A1	Cat.A2	Cat.A3	Cat.A4
0	32,272	34,455	36,197	39,534	41,366
1	34,161	36,584	38,525	42,199	44,196
2	36,052	38,711	40,853	44,861	47,028
3	38,017	40,835	43,183	47,523	49,857
4	39,995	42,961	45,509	50,189	52,690
5	41,984	45,091	47,840	52,852	55,508
6	44,271	47,215	50,170	55,518	58,338
7	46,254	49,343	52,501	58,182	61,180
8	48,237	51,468	54,830	60,847	64,012
9	50,224	53,596	57,159	63,511	66,844
10	52,207	55,722	59,490	66,175	68,672
11	54,187	57,851	61,819	68,842	72,503
	57,851				



**ARTICLE 22    COMPENSATION** (cont'd)

Elementary Table of Salaries

February 1, 2004

Years of Exp.	Cat.A	Cat.A1	Cat.A2	Cat.A3	Cat.A4
0	32,918	35,145	36,921	40,325	42,193
1	34,844	37,315	39,296	43,042	45,080
2	36,773	39,485	41,670	45,758	47,968
3	38,777	41,652	44,047	48,473	50,854
4	40,795	43,820	46,419	51,192	53,743
5	42,824	45,993	48,796	53,909	56,618
6	45,157	48,159	51,174	56,628	59,505
7	47,179	50,330	53,551	59,346	62,403
8	49,202	52,498	55,927	62,064	65,292
9	51,229	54,668	58,303	64,782	68,181
10	53,251	56,837	60,680	67,499	71,066
11	55,271	59,008	63,055	70,218	73,953
	59,008				

**ARTICLE 22    COMPENSATION** (cont'd)

Elementary Table of Salaries

August 31, 2004

Years of Exp.	Cat. A.	Cat.A1	Cat.A2	Cat.A3	Cat.A4
0	33,164	35,408	37,198	40,627	42,509
1	35,106	37,595	39,591	43,365	45,418
2	37,049	39,781	41,983	46,101	48,328
3	39,068	41,964	44,377	48,837	51,236
4	41,101	44,149	46,768	51,576	54,146
5	43,145	46,338	49,162	54,314	57,043
6	45,496	48,520	51,557	57,053	59,951
7	47,533	50,707	53,952	59,791	62,871
8	49,571	52,891	56,346	62,529	65,782
9	51,613	55,078	58,740	65,268	68,692
10	53,651	57,263	61,135	68,005	71,599
11	55,797	59,450	63,528	70,745	74,508
	59,450				

**ARTICLE 22**    **COMPENSATION** (cont'd)

Secondary Table of Salaries

February 1, 2003

Years of Exp.	Cat. A.	Cat.A1	Cat.A2	Cat.A3	Cat.A4
0	30,548	34,420	35,618	38,362	40,243
1	32,656	36,461	37,861	40,926	43,060
2	34,777	38,496	40,114	43,501	45,873
3	36,124	40,540	42,361	46,075	48,687
4	38,165	42,569	44,614	48,646	51,498
5	40,245	44,614	46,854	51,211	54,300
6	42,323	46,645	49,099	53,783	57,113
7	44,400	48,687	51,352	56,358	59,931
8	46,461	50,720	53,600	58,934	62,737
9	48,539	52,760	55,850	61,491	65,541
10	50,733	54,788	58,094	64,066	68,354
11	51,849	57,044	60,438	66,592	71,204

57,044

**ARTICLE 22**    **COMPENSATION** (cont'd)

Secondary Table of Salaries

September 1, 2003

<u>Years of Exp.</u>	<u>Cat. A.</u>	<u>Cat.A1</u>	<u>Cat.A2</u>	<u>Cat.A3</u>	<u>Cat.A4</u>
0	31,159	35,108	36,330	39,129	41,048
1	33,309	37,190	38,618	41,745	43,921
2	35,473	39,266	40,916	44,371	46,790
3	36,846	41,351	43,208	46,997	49,661
4	38,928	43,420	45,506	49,619	52,528
5	41,050	45,506	47,791	52,235	55,386
6	43,169	47,578	50,081	54,859	58,255
7	45,288	49,661	52,379	57,485	61,130
8	47,390	51,734	54,672	60,113	63,992
9	49,510	53,815	56,967	62,721	66,852
10	51,748	55,884	59,256	65,347	69,721
11	52,886	58,185	61,647	67,924	72,628

58,185

**ARTICLE 22 COMPENSATION (cont'd)**

Secondary Table of Salaries

February 1, 2004

<u>Years of Exp.</u>	<u>Cat. A.</u>	<u>Cat.A1</u>	<u>Cat.A2</u>	<u>Cat.A3</u>	<u>Cat.A4</u>
0	31,782	35,811	37,057	39,912	41,869
1	33,975	37,934	39,391	42,579	44,800
2	36,182	40,051	41,735	45,258	47,726
3	37,583	42,178	44,072	47,936	50,654
4	39,707	44,289	46,416	50,611	53,579
5	41,871	46,416	48,747	53,280	56,494
6	44,033	48,529	51,083	55,956	59,420
7	46,194	50,654	53,427	58,635	62,352
8	48,338	52,769	55,765	61,315	65,272
9	50,500	54,892	58,106	63,975	68,189
10	52,783	57,001	60,441	66,654	71,116
11	53,944	59,349	62,880	69,282	74,081

59,349

**ARTICLE 22 COMPENSATION (cont'd)**

Secondary Table of Salaries

August 31, 2004

<u>Years of Exp.</u>	<u>Cat. A.</u>	<u>Cat.A1</u>	<u>Cat.A2</u>	<u>Cat.A3</u>	<u>Cat.A4</u>
0	33,164	35,408	37,198	40,627	42,509
1	35,106	37,595	39,591	43,365	45,418
2	37,049	39,781	41,983	46,101	48,328
3	39,068	41,964	44,377	48,837	51,236
4	41,101	44,149	46,768	51,576	54,146
5	43,145	46,338	49,162	54,314	57,043
6	45,496	48,520	51,557	57,053	59,951
7	47,533	50,707	53,952	59,791	62,871
8	49,571	52,891	56,346	62,529	65,782
9	51,613	55,078	58,740	65,268	68,692
10	53,651	57,263	61,135	68,005	71,599
11	55,686	59,450	63,528	70,745	74,508

59,450

**ARTICLE 22** **COMPENSATION** (cont'd)

**Holidays, Professional Activity Days**

22.04 Occasional Teachers shall not be entitled to receive payment for statutory holidays, Winter Break and Spring Break.  
When a professional activity day falls during a long term assignment, the Long-Term Occasional Teacher shall be expected to work and shall receive payment.

**ARTICLE 23**    **BENEFITS**

23.01        A Long-Term Occasional Teacher shall be eligible for Board premium contributions for benefits as follows:

- a)        Those employed less than full days:
  - 1.        Fifty (50%) percent of the premium costs for Group Term Life Insurance with Accidental Death and Dismemberment benefits in the amount of \$110,000 for each eligible Long-Term Occasional Teacher who wishes to participate in the Plan.
  - 2.        Fifty (50%) percent of the premium costs for Managed Health Care Plan including vision care and hearing aid benefits, and private coverage for each eligible Long-Term Occasional Teacher who wishes to participate in the Plan.
  - 3.        Fifty (50%) percent of the premium costs for Dental Care Insurance Plan to provide benefits each January 1st to be based on the O.D.A. Fee Schedule of the preceding year.

**ARTICLE 23**    **BENEFITS** (cont'd)

23.01    b)        Those employed full days:

The employer will provide the following benefits and pay 100% of the cost of premiums.

- 1.        Managed Health Care

Vision Care with a maximum of \$200.00 every two years for employees (\$200.00 annually for dependent children); hearing aid benefits and private hospital

coverage.

2. Dental Care Insurance Plan to provide:

Type A - Preventative Procedures

Type B - Restorative Procedures

Type D - Orthodontic Procedures (applies to dependent children)

Each January 1st the O.D.A. Fee Schedule shall be updated to the schedule of the preceding calendar year.

3. Group Term Life and Accidental Death and Dismemberment Insurance

Provided in the amount of \$110,000.

Employees have the option to purchase, at their own expense, additional life insurance in units of either \$20,000, \$40,000, \$60,000 or \$80,000.

For more detailed information on benefits, refer to the booklets provided by the insurance company. The benefits as described in these booklets shall be the determining factors for health benefit coverage.

23.02

Pre-scheduled Long-Term Occasional Teachers who will be working longer than three (3) months will participate in the benefits programs on the first day of the first month after hiring.

Non-scheduled Occasional Teachers who work for longer than three (3) months will be eligible for benefits on the first day of the fourth month after hiring.



Non-scheduled Occasional Teachers who work less than three (3) months will not be eligible for benefits.

- 23.03
- a) An Occasional Teacher who worked at least fifty (50) full-time equivalent school days as an Occasional Teacher for the Board in the prior school year shall be eligible for \$110,000 group life insurance and shall pay 100% of the premium costs.
  - b) Each eligible Occasional Teacher, no later than July 1st of each year, shall advise the Human Resources Department of their eligibility and intention to enrol in the group life insurance plan. The appropriate enrolment form will be issued to the respective Occasional Teacher and must be completed and returned by August 15th of each year to the Benefits Coordinator. Failure to comply with the timelines will render the Occasional Teacher ineligible to participate in the plan.

**ARTICLE 23** **BENEFITS** (cont'd)

- 23.03
- c) An Occasional Teacher who elects to participate in the group life insurance plan shall be a participant in the plan from September 1st of the preceding year to the end of June in the following year providing the eligible Occasional Teacher:
    - 1. remains on the Board's list of Occasional Teachers; and
    - 2. remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board.
  - d) An Occasional Teacher currently enrolled in the group

life insurance plan may continue participation in the plan from the next September 1st to the following June 30th providing the eligible Occasional Teacher:

1. works fifty (50) full-time or more equivalent school days as an Occasional Teacher with the Board during the current school year; and
  2. fulfills the conditions set out under 23.03 (b).
- e) Monthly costs will be provided each year to the eligible Occasional Teachers.

**ARTICLE 23** **BENEFITS** (cont' d)

23.03 f) The eligible Occasional Teacher's premium costs for the \$110,000 group life insurance shall be paid in advance by post-dated cheques, payable to the Durham Catholic District School Board. At the beginning of the ten-month period, it will be the responsibility of the eligible Occasional Teacher to submit ten post-dated cheques to the Board. If the cheques are not received as stated above, or if any cheques are not honoured, the group life insurance coverage will immediately terminate.

23.04 If an Occasional Teacher fails to comply with any of the conditions outlined in Article 23.03 (a), (b), (c), (d), (e) or (f), the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enroll in that particular school year.

**ARTICLE 24 SICK LEAVE CREDITS**

- 24.01 A Long-Term Occasional Teacher shall be entitled to two (2) days paid sick leave per month cumulative for the current school year. Unused sick leave shall be cancelled at the end of the school year.
- 24.02 Such sick leave will be credited to Occasional Teachers on pre-scheduled assignments lasting at least four (4) months or longer at the beginning of the assignment.
- 24.03 Non-scheduled Occasional Teachers shall have such sick leave credited at the end of each month of the assignment. Unused sick leave may not be carried over to the next assignment unless the Occasional Teacher receives another assignment within the same school year. The sick leave credits will be provided after the Occasional Teacher completes ten (10) consecutive days of teaching in that assignment.

**ARTICLE 25 DURATION OF AGREEMENT**

- 25.01 This Agreement shall commence effective the 1<sup>st</sup> day of January 2003 and shall terminate on the 31<sup>st</sup> day of August 2004.

**ARTICLE 26 NOTICE OF RENEWAL**

- 26.01 Either party hereto may give written notice to the other party within one-hundred and fifty (150) days prior to the expiration of the agreement of its desire to negotiate for the renewal of this Agreement.

Negotiations for such renewal shall commence within thirty

(30) days of notification or otherwise agreed to by the parties.

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

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this third day of June, 2003.

THE DURHAM CATHOLIC  
DISTRICT SCHOOL BOARD

O.E.C.T.A. OCCASIONAL  
TEACHERS

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