

COLLECTIVE AGREEMENT

between

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

and

**THE DURHAM LOCAL OF THE
OECTA OCCASIONAL TEACHERS**
hereinafter called the "Association")

September 1, 2004 to August 31, 2006

12427(04)

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ARTICLE 1: DEFINITIONS

- 1:01 a) "Teacher" shall mean a "teacher" as defined in the Education Act, Part X.1.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 the Board to teach as a substitute for a teacher or temporary teacher who is or was employed by the Board in a position that is part of its regular teaching staff including continuing education teachers but:
- a) if a 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.
- 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 Any long term Occasional Teacher who has received a positive evaluation during a teaching assignment of four (4) months or more shall be given priority consideration in the hiring process. Other members of the bargaining unit may then be given consideration in the hiring process.

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 Schools 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 The Board agrees to remit dues to the Provincial Office of the Association for all classes of Occasional Teachers deemed qualified by the Ontario College of Teachers (O.C.T.) and covered by this Agreement.
- 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 agreed to consult with the Association, through the Occasional Teacher 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, 4th Floor, Toronto, Ontario M4T 2Y8

- 6:03 A copy of the union-dues check-off list shall be sent on a monthly basis to: General Secretary, O.E.C.T.A., 4th Floor, 65 St. Clair Avenue East, Toronto, Ontario M4T 2Y8.

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 (3) 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

10:01 Definitions

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.

b) Policy Grievances

The Association may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this Agreement beginning at Step I as provided under Article 10:03 after first attempting to resolve the dispute verbally with the Superintendent of Education– Human Resources or designate.

c) Board Grievances

The Board may initiate a grievance relating to the interpretation, application, administration or alleged violation of this Agreement in accordance with Article 10:06.

10:02 Regular Grievances

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 resolution, 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.

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 or designate 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.

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 or designate within five (5) working days or such time as is mutually agreeable between the Board and the Local Executive. The Director of Education or designate shall, within seven (7) 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 or designate will then render the Board's decision in writing within seven (7) working days of the date of such meeting.

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 of Education's or designates 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.

ARTICLE 10: GRIEVANCE PROCEDURE (continued)

10:03 Policy Grievance

- a) The Association may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this Agreement beginning at Step 2 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.
- b) 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.
- c) 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.

10:04 Board Grievance

- a) 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.
 - i) 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 or designate with the Local Executive of the Association to discuss the matter.
 - ii) 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.
 - iii) If the matter cannot be resolved, it may be referred by the Board to arbitration.
- b) 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.
- c) 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.
- d) In this Article, a working day shall be defined as a school day.
- e) No action of any kind will be taken against any Occasional Teacher because of participation in this grievance procedure.

ARTICLE 10: GRIEVANCE PROCEDURE (continued)

10:05 Arbitration

- a) Either party may request a single arbitrator after having exhausted the grievance procedure up to arbitration.
- b) 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.
- c) 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, Association business or personal business becomes unavailable for assignment for at least three (3) consecutive months 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 for the period of unavailability. To be placed on inactive status, an Occasional Teacher must submit a written request to the Director or Education or designate.
- 11:02 Statutory leaves provided under the *Employment Standards Act* shall apply for the purposes of this article.

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. The Occasional Teacher may be accompanied by an Association representative.
- 12:02 If a document or report on an Occasional Teacher, other than that submitted by a student, 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 In the event of a complaint from 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 Teachers file. The Occasional Teacher may make a copy of the complaint or memorandum and append any comments thereto.
- 12:04 The parties to this Agreement shall keep any medical information pertaining to an Occasional Teacher confidential. Access to this information is limited to the Occasional Teacher, the Association where authorized in writing by the Occasional Teacher, and persons authorized by the Board.
- 12:05 The signature of an Occasional Teacher on any Occasional Teacher evaluation shall be deemed to be evidence only of receipt thereof. The Occasional Teacher may append any comments thereto.
- 12:06 An Occasional Teacher, upon written notice to the Superintendent of Education— Human Resources, may request permanent removal of information from the personnel file. The Superintendent of Education— Human Resources shall review the request and notify the custodian of the file and the Occasional Teacher of the decision. Such requests shall be limited to one (1) for every twenty four (24) month period.

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 elementary and/or secondary teachers with the Board who have been laid-off or over-hired.
- b) The Board shall provide the Association with a list of all elementary and secondary teachers laid off by June 30th of each year.
- c) In the event that the Board is over-hired on September 25th, 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 30th.
- d) In any event, teachers over-hired who may become eligible for Long-Term occasional work in Article 14:01 shall not exceed five percent (5%) of the number of teachers on the Occasional Teacher List on March 31 of the previous school year. This calculation will not exclude current elementary/secondary teachers even if actual numbers exceed five percent (5%).
- 14:02 An up to date Occasional Teacher list shall be sent to the Association by November 30th and March 31st of each school year. The list shall include the address and telephone number for each Occasional Teacher on the list. The Association will be notified of changes to the Occasional Teacher List on a case-by-case basis via copy of written correspondence to the Occasional Teacher.
- 14:03 Placement on the Occasional Teacher List
All Occasional Teachers must have a Certificate of Qualification by the Ontario College of Teachers and such certificates must be in good standing.
- 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; and/or

ARTICLE 14: OCCASIONAL TEACHER LIST (continued)

14:05 e) not be actively employed on a full time basis elsewhere.

NOTE: OECTA advises all members to select more geographical areas and more schools to increase assignments for each Occasional Teacher and improve call out efficiencies for the Board.

14:06 During the school year, and Occasional Teacher may select a different geographic area or areas and, where possible and practicable, 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 has been removed or otherwise disciplined from the Occasional Teacher List for just and sufficient cause, the Occasional Teacher may file a grievance. The Board may apply a lesser standard of cause for probationary Occasional teachers.

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. Where this occurs, the Occasional Teacher may request a meeting with the Superintendent of Education – Human Resources to discuss the Board's decision to remove the Occasional Teacher from the Occasional Teacher list. In such an instance, there shall be no recourse to the grievance procedure.

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

c) Where an Occasional Teacher is assigned to a long-term assignment of at least four (4) months, a Long Term Occasional Teacher may request an evaluation from the principal or designate. A copy of the evaluation will be sent to the Occasional Teacher.

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 Article 14:09 (above) 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.

ARTICLE 14: OCCASIONAL TEACHER LIST (continued)

14:12 The rotation pattern shall be activated alphabetically in September and shall continue under 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 count as a regular rotation assignment. The Occasional Teacher accepting such assignment shall be given priority consideration for additional half (1/2) day assignments that may arise subsequent to accepting the original half (1/2) day assignment.

14:14 When it is necessary for the Board's Central Supply Dispatch personnel 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.

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 elementary teacher(s) being replaced.
- b) Occasional Teachers shall be assigned teaching and supervision duties of absent secondary school teachers which may include:
 - i) for half-day assignments, the Occasional Teacher will be assigned two (2) full period of teaching and supervision;
 - ii) for full-day assignments, the Occasional Teacher may be assigned up to three and one half (3.5) full periods of teaching and supervision.
- c) A Casual Occasional Teacher shall not be required to assume supervision duties prior to commencement of classes on the first day of an assignment. However, the Principal may reschedule the regularly assigned duties of the absent teacher to another duty later that day. The Occasional Teacher shall be guaranteed a forty (40) minute lunch.
- d) 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 twenty percent (20%) of the statutory teacher complement. Long Term Occasional Teachers and Occasional Teachers on inactive status in accordance with Article 11 of this Agreement are not included in this calculation.

ARTICLE 14: OCCASIONAL TEACHER LIST (continued)

14:18 An Occasional Teacher who is required to travel to more than one (1) 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 Professional Activity Day agendas and schedules to the Local Executive.

- 16:03 The Board shall provide Occasional Teachers with an annual in-service training day with input from the Association, and Occasional Teachers attending shall not receive compensation for such time.

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 pre-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.
- 19:02 The Board may grant an unpaid leave of absence to a Long Term Occasional Teacher who is scheduled to work, where the employee is required to be absent for personal reasons. Such leave shall be limited to one (1) day absences and the employee must receive prior approval from the Director of Education or designate on the prescribed form. This leave may be extended at the Board's discretion.

ARTICLE 20: HIRING PROCEDURES FOR OTHER POSITIONS

- 20:01 a) Applications to be submitted to Supervisor of Teacher Personnel
Any Occasional Teacher desiring full or part time positions shall submit applications to the Supervisor of 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 Occasional Teacher may request an evaluation from the Principal or designate. A copy of this evaluation shall be sent to the Occasional Teacher and the Superintendent of Education– Human Resources or designate. 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 (1) month prior to the beginning of such assignment. A copy of such posting shall be mailed to the President of the Association. The Occasional Teacher shall submit their application for posted positions to the Supervisor of Teacher Personnel.

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 (.5) day and shall be assigned duties by the principal for one-half (.5) 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, the employees shall be provided with an itemized statement of their wages and any deductions.

The Board shall pay in accordance with the following:

22:02 Compensation for Daily Occasional Teachers

Qualified with degree:	94% of Category A I of the elementary teachers rate
Qualified without degree:	92% of Category A I of the elementary teachers rate

These rates include vacation pay.

22:03 Compensation for Long Term Occasional Teachers

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 (10th) 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 (10th) of a year and prorated
- 4) Occasional Teachers shall have one (1) year from the date of hire to the Board 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. 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 Human Resources Department, provided qualifications have been completed by September 1st of the current calendar year.

ARTICLE 22: COMPENSATION (continued)

22:03 6) It is the responsibility of the Long Term Occasional Teacher to bring to the attention of the Human Resources Department any improvements in qualifications and/or recognized experience for salary purposes which shall not be retroactive beyond September 1st of the current calendar year.

22:04 Table of Salaries

September 1, 2004

Years of Experience	Category A	Category A1	Category A2	Category A3	Category A4
0.0	34,505	36,839	38,702	42,269	44,227
1.0	36,525	39,115	41,191	45,118	47,254
2.0	38,547	41,389	43,680	47,965	50,282
3.0	40,647	43,660	46,171	50,811	53,307
4.0	42,763	45,934	48,659	53,661	56,335
5.0	44,889	48,211	51,149	56,510	59,349
6.0	47,335	50,481	53,641	59,359	62,375
7.0	49,455	52,757	56,133	62,208	65,413
8.0	51,575	55,029	58,624	65,057	68,441
9.0	53,699	57,305	61,115	67,906	71,469
10.0	55,820	59,578	63,606	70,754	74,493
11.0	57,937	61,853	66,096	73,605	77,520
	61,853				

September 1, 2005

Years of Experience	Category A	Category A1	Category A2	Category A3	Category A4
0.0	35,195	37,576	39,476	43,115	45,112
1.0	37,256	39,897	42,015	46,020	48,199
2.0	39,318	42,217	44,554	48,924	51,287
3.0	41,460	44,534	47,094	51,827	54,373
4.0	43,618	46,852	49,632	54,734	57,462
5.0	45,787	49,175	52,172	57,640	60,536
6.0	48,282	51,491	54,714	60,547	63,622
7.0	50,444	53,812	57,256	63,452	66,721
8.0	52,606	56,130	59,796	66,358	69,810
9.0	54,773	58,451	62,337	69,265	72,898
10.0	56,936	60,769	64,879	72,169	75,983
11.0	59,096	63,090	67,418	75,077	79,070
	63,090				

22:05 Holidays, Professional Activity Days

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 percent (50%) 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 percent (50%) 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 percent (50%) 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.

b) Those Employed Full Days

The employer will provide the following benefits and pay one hundred percent (100%) of the cost of premiums. The Board's Benefits Booklet shall be the determining factor for any disputes that may arise regarding employee benefits coverage. The benefits as described in these booklets shall be the determining factors for health care coverage.

1) Managed Health Care

Vision Care with a maximum of Two Hundred Dollars (\$200) every two (2) years for employees (\$200 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 Board's Benefits Booklet shall be the determining factor for any disputes that may arise regarding employee benefits coverage. 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 program 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.

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 enroll 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 Co-ordinator. Failure to comply with the timelines will render the Occasional Teacher ineligible to participate in the Plan.
- 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 schools days as an Occasional Teacher with the Board during the current school year; and
 - 2) fulfills the conditions set out under Article 23:03 b).
- e) Monthly costs will be provided each year to the eligible Occasional Teachers.
- 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 (10) month period, it will be the responsibility of the eligible Occasional Teacher to submit ten (10) 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 1st day of September, 2004 and shall terminate on the 31st day of August 2006.

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 28th day of November, 2005.

**DURHAM CATHOLIC DISTRICT
SCHOOL BOARD**

**O.E.C.T.A. DURHAM OCCASIONAL
TEACHERS LOCAL**

Scott Murdock
Durham Catholic District School Board

Jeff Heximer
OECTA Provincial

Michael W. Pautler, Resource
Durham Catholic District School Board

Bill Stratton, President
OECTA Durham Occasional Teacher Local

Michael T. Gray, Resource
Durham Catholic District School Board

G. Davis
OECTA Durham Occasional Teacher Local

Lori Coffey, Resource
Durham Catholic District School Board

R. Filion
OECTA Durham Occasional Teacher Local

A. MacLaughlin
OECTA Durham Occasional Teacher Local

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