

**2004-2008 COLLECTIVE AGREEMENT**

between

**THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD**  
(Hereinafter called the "Board")

and

**THE HURON-PERTH OCCASIONAL TEACHERS' LOCAL OF THE  
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**  
(Hereinafter called the "Association")

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## **ARTICLE 1 – DEFINITIONS**

- 1.01 a) "Teacher" shall mean any employee of the Board who falls within the term 'teacher' as defined in the Education Act, its Regulations and/or the School Boards and Teachers' Collective Negotiations Act.
- b) "Occasional Teacher" shall mean any employee of the Board who falls within the term "occasional teacher" as defined in the Education Act and its Regulations.
- c) "Long-Term Occasional Teacher" shall mean an Occasional Teacher who is assigned to the same teaching position for fifteen (15) or more consecutive teaching days.
- d) "Casual Occasional Teacher" shall mean any Occasional Teacher who is assigned to the same teaching position for a period that is less than fifteen (15) consecutive days.
- e) The term "Director of Education" shall be deemed to include his/her "designate" for the purpose of this Collective Agreement unless specified otherwise in an individual article.
- f) "Occasional Teacher" shall mean a list of all teachers accepted by the Board to teach as Occasional Teachers.
- g) Whenever the singular or feminine gender is used in this agreement, it shall be considered as if the plural or masculine has been used where the context of the agreement so requires, and the converse shall apply equally.
- 1.02 a) A Long-Term Occasional Teacher assigned, for a predetermined period of time, to the same teaching position for fifteen (15) or more consecutive days shall be provided with a dated "Memorandum of Agreement" specifying the nature of the assignment, its expected duration and salary. A true copy of such "Memorandum of Agreement" shall be rendered to the Long Term Occasional Teacher. Failure by the Board to render such "Memorandum of Agreement" does not remove the Occasional Teacher's rights under 1.01 c).
- b) In the event that the Long-Term Occasional Teacher's Memorandum of Agreement is to be terminated prior to the original termination date, the Long-Term Occasional Teacher shall be given five (5) teaching days notice, provided the regular teacher gives the Director seven (7) teaching days notice prior to his/her return.
- c) For the purpose of Article 1.01 c) the Board shall not regard Professional Development days which are not worked, Statutory Holidays, or days when schools are closed by the Board as breaking the consecutiveness of the teaching days involved unless the teacher being replaced returns to his/her duties during a Professional Development day. Professional Development days which are not worked or a Statutory Holiday shall not be regarded as a teaching day.

**ARTICLE 2 – RECOGNITION**

- 2.01 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.
  
- 2.02 If the Director of Education or designate requires representation of the President or designate at a meeting or a Board function during the school day, the Board shall pay the appropriate rate of pay to a minimum of half day. This Article does not apply to negotiations, mediation, arbitration, or grievances.

**ARTICLE 3 – SCOPE**

3.01 No teacher as defined in Article 1.01 a) shall be covered by this agreement. However, a person who is employed by the Board as a teacher in respect of part-time employment, and who is accepted by the Board for additional employment as an Occasional teacher, shall be covered by this Agreement in respect of such occasional teaching employment.

**ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The association acknowledges that it is the exclusive function of the Board to:
- i) maintain order, discipline and efficiency;
  - ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend, or otherwise discipline occasional teachers subject to the provisions of this Agreement;
  - iii) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement governing the conduct of the Occasional Teachers; and
  - iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 4.02 Save and except as specifically and expressly modified in this Agreement, nothing in this agreement is intended to or shall be interpreted to diminish or restrict in any way the rights of the Board to maintain and operate a denominational school system.
- 4.03 Nothing in this agreement is intended to or shall be interpreted to diminish or restrict in any way the rights or obligations of the Board under Ministry of Education Regulation 298 Section 21 and 22 and Ministry of Education Regulation 183 Section 11.

**ARTICLE 5 – ASSOCIATION SECURITY**

- 5.01 All Occasional Teachers employed with the Board shall become members of the Association. Occasional Teachers whose names are included on the Board's **list(s)** of Occasional Teachers on or prior to April 2, 1992 shall have the option of becoming members of the Association.
- 5.02 The Board shall provide the Association with an up-to-date list of all Occasional Teachers and their addresses by September 30th of every year. An amended list shall be provided to the Association on January 30<sup>th</sup>. The list shall include the following information about the Occasional Teacher:
- a) Name, Address, Telephone Number
  - b) College of Teachers' Registration Qualification Details
  - c) QECO 5 Evaluation
  - d) Availability preference (days, full-time/part-time, division)
  - e) School preference
  - f) Interest in long-term assignment(s)
  - g) Date of hire.
- 5.03 The Board shall provide the Association with a list of people employed on Long Term assignments beginning September 30 of each school year and monthly thereafter. The list shall include the name of the Occasional Teacher under Long Term assignment, the school of employment and the duration of each Long Term Occasional contract.

**ARTICLE 6 – ASSOCIATION DUES**

- 6.01 In every pay period in which an occasional teacher or an unqualified person receives a pay cheque, the Board shall deduct from such pay the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.
- 6.02 Dues deductions made as in Article 6.01 shall be forwarded to the Provincial Secretary-Treasurer of the Association. Such deductions shall be accompanied by a list indicating the Occasional Teacher's name, Social Insurance Number, and the amount of the dues deducted.
- 6.03 The Association shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions authorized by the Association.



**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 the representatives of the Board in the settlement of a collective agreement.

## **ARTICLE 8 – LEAVES OF ABSENCE**

- 8.01 a) A Long Term Occasional Teacher shall be entitled to two days sick leave for each 20 teaching days at the beginning of the assignment. A sick leave day shall entitle a Long-Term Occasional Teacher to a paid leave of one day, during the assignment, because of personal illness.

Sick leave credits cannot be carried over from one Long-Term Occasional teaching assignment to another.

A Long-Term Occasional Teacher's absence for illness for a period:

- a) of up to five (5) consecutive working days, a medical or dental doctor's certificate may be requested by the Board.
- b) of over five (5) consecutive working days, a medical or dental doctor's certificate shall be provided by the Occasional Teacher to the Director of Education.

The Board shall reimburse the Occasional Teacher for fees charged to obtain a medical or dental certificate required.

- b) A Long-Term Occasional Teacher assigned, for a pre-determined period of time, to the same teaching position, is entitled to a leave without loss of pay for a period of up to five (5) days for the purpose of attending the funeral of a member of his/her immediate family (spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, guardian, brother-in-law, sister-in-law or the immediate family of his/her spouse, (mother, father, sister, brother, grandmother, grandfather, guardian). The Long-Term Occasional Teacher shall notify the principal of his/her absence.
  - c) A Long-Term Occasional Teacher assigned, for a pre-determined period of time, to the same teaching position, is entitled to a leave without loss of pay for a period of one (1) day for attending a funeral of any other relative not mentioned in b) above.
  - d) A Long-Term Occasional Teacher who is absent from an assigned occasional teaching assignment by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which the assigned occasional teacher is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment received as a juror or as a witness.
  - e) A Long-Term Occasional Teacher is entitled to a leave without pay for a period of one (1) day for the writing of an academic examination.
- 8.02 An Occasional Teacher who is elected to the position of President of the Association shall, if the duties of the office are such that he/she is required to make herself/himself unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one school year at a time.
- 8.03 The Association may, if it so chooses, designate one Occasional Teacher to assist in Association business. If such Occasional Teacher thereby becomes unavailable for assignment, he/she shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one school year at a time.

**ARTICLE 8 – LEAVES OF ABSENCE (continued)**

- 8.04 The Association shall notify the Board of the unavailability of an Occasional Teacher under either 8.02 or 8.03 above.
- 8.05 An Occasional Teacher, who because of illness, pregnancy, paternity, adoption of a child, or other personal reason becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability, provided that such Occasional Teacher must make herself/himself available for assignment during the school year next following the commencement of the period of unavailability to be retained on the Occasional Teacher List.
- 8.06 Any Occasional Teacher becoming unavailable for assignment pursuant to 8.05 above shall inform the Director of Education of the date of commencement of and return from the period of unavailability.

**ARTICLE 9 – TION**

- 9.01 The Board agrees to provide space on a bulletin board in each school accessible to the Occasional Teachers and upon which the Association shall have the right to post notices.
- 9.02 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Education and the President of the Association.
- 9.03 Occasional Teachers shall have access to at least one computer at each work site for the purposes of accessing First Class e-mail and other work-related websites.

**ARTICLE 10 – NO DISCRIMINATION**

10.01 The Association and the Board agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an Occasional Teacher's membership or non-membership in the Association, because of his/her legal involvement or lack of involvement in the Association's activities.



## **ARTICLE 12 – GRIEVANCE PROCEDURE**

- 12.01 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which may arise from time to time.
- 12.02 a) A grievance is any difference or dispute which relates to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.
- b) i) Individual Grievance: a grievance lodged by an individual Occasional Teacher.  
ii) Group Grievance: where more than one Occasional Teacher has a grievance arising from the same set of circumstances, such grievances may be combined and submitted collectively as a group grievance. Group grievances shall commence at Article 12.04 b) of this Grievance Procedure.  
iii) Policy Grievance: a grievance submitted by the Board alleging a violation by the Association, its officers, an Occasional Teacher or a group of Occasional Teachers, or a grievance submitted by the Association which affects one or more of the Occasional Teachers. A policy grievance by the Board shall commence at Article 12.04 b) and the local President of the Association shall be substituted for the Director of Education in this step. A policy grievance by the Association shall commence at Article 12.04 b).
- c) Any grievance related to discipline or discharge must be initiated by the individual.
- 12.03 Failure at any time by the grievor to adhere to the time limits will result in the grievance being dropped. The time limits may only be extended by mutual agreement of the parties in writing.
- 12.04 a) If an Occasional Teacher has a question arising out of this contract, he/she shall first discuss this matter with his/her immediate supervisor within 14 consecutive school days following the event giving rise to a dispute. In circumstances where this matter is clearly beyond the immediate supervisor's jurisdiction, the first step (12.04 a)) may be waived. The immediate supervisor will give a reply to the Occasional Teacher within 14 consecutive school days.
- b) Should the immediate supervisor's reply be unsatisfactory, the individual(s) with an alleged grievance shall refer the matter to the Director of Education within 14 consecutive school days after receiving the supervisor's reply, by submitting in writing a concise statement of the grievance and the redress sought. In the case of a policy or group grievance, this statement of grievance shall be submitted within 14 consecutive school days following the event giving rise to a dispute.
- c) The Director of Education shall meet with the grievor within seven (7) consecutive school days of the receipt of the statement of grievance. The Director of Education shall give the written decision to the grievor within seven (7) consecutive school days of the meeting.
- 12.05 If, in the opinion of the grievor, the grievance remains unresolved by the decision of the Director of Education, the grievor shall, within fourteen (14) consecutive school days, submit a concise statement of the grievance and the redress sought to the Chairperson of the Board.

**ARTICLE 12 – GRIEVANCE PROCEDURE (continued)**

- 12.06 The Chairperson of the Board will invite the grievor to make a presentation to a Committee-of-the-Whole (in camera) meeting of the Board within fourteen (14) consecutive school days of receiving, from the grievor, the concise statement of the grievance and redress sought. Within fourteen (14) consecutive school days of the meeting, the Chairperson of the Board shall give the written decision to the grievor.
- 12.07 If the grievance remains unsettled, either party (The Association or the Board) may request in writing within fourteen (14) consecutive school days of the Board's decision that the matter be referred to arbitration.
- 12.08 The notice submitting to arbitration shall contain the name of the appointee to the arbitration board of the party making the submission. The recipient of the notice shall within five (5) consecutive school days of receipt of the notice, inform the other party in writing of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) consecutive school days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a chairperson within the time limit, then in either such case the appointment shall be made by the Ministry of Labour upon the request of either party. No person may be appointed to the arbitration board who has participated directly in an attempt to settle the grievance.
- 12.09 The arbitration board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any occasional teacher affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 12.10 Notwithstanding section 12.09, the Arbitration Board established as above shall decide the grievance, any related questions, including any questions as to whether a matter is arbitrable, but shall have no power to alter, modify or amend this agreement, nor make any decision inconsistent therewith. Both parties will be responsible for their own expenses during all of the grievance procedures.
- 12.11 Each party shall pay the cost of its own appointee to the Arbitration Board and the parties shall share equally the cost of the chairperson. No costs of any arbitration shall be awarded to or against either party.
- 12.12 Each party may be represented at the arbitration by the representative(s) of its choice.
- 12.13 Unless otherwise specifically provided any notice required to be sent herein shall be sent by prepaid registered or certified mail to the parties at their respective mailing addresses.



**ARTICLE 13 – ACCESS TO RECORDS**

- 13.01 a) An Occasional Teacher shall have access during normal business hours to his/her personal file upon written request to the Director of Education. An Occasional teacher shall also have access to his/her personal in-school data file. The Occasional teacher may copy any material contained in these files.
- b) An appropriate Board Official shall be present when an Occasional teacher reviews his/her file and the Occasional teacher may be accompanied by an individual of his/her choice.
- c) If an Occasional Teacher disputes the accuracy of any fact contained in his/her file he/she may request in writing the removal or correction of the disputed material. The Director or designate will determine whether or not the material will be removed or corrected.
- 13.02 A copy of all Principal's reports on an Occasional Teacher shall be given to the said Occasional Teacher. The Occasional Teacher has the right to submit a written response to such reports and his/her response shall be attached to the file copy.
- 13.03 If the Director of Education receives a complaint from a student or his/her parent or a Board employee regarding an Occasional Teacher, the Director of Education shall discuss the complaint with the Occasional Teacher if the complaint is to be placed in the Occasional Teacher's file. The Occasional Teacher may append his/her comments thereto.

## **ARTICLE 14 – OCCASIONAL TEACHER LIST**

- 14.01 The Board shall establish and maintain an Occasional Teacher List. The Occasional Teachers' List includes the following information regarding the Occasional Teacher:
- a) Name, Address, Telephone Number
  - b) College of Teachers' Registration Qualification Details
  - c) QECO 5 Evaluation
  - d) Availability preference (days, full-time /part-time and division)
  - e) School preference
  - f) Interest in long-term assignment(s)
  - g) Date of hire.
- 14.02 A list of Casual Occasional Teachers by school will be created. This list shall be categorized into primary, junior, intermediate, F.S.L. and other specialties for the elementary panel and intermediate, senior and specialties for the secondary panel.
- a) Work shall be distributed equitably as per the alphabetical order of the list.
  - b) Placements shall be assigned between 6:00 p.m. and 10:00 p.m.. Remaining placements should be assigned between 6:30 a.m. and 8:00 a.m. unless in case of an emergency.
  - c) Notwithstanding article 14.02 a) distribution of work may be assigned where a Casual Occasional Teacher with certification and/or qualifications for a special program and/or subject area *is* required for the assignment.
  - d) Notwithstanding Article 14.02 a) assignments of casual Occasional Teachers to a particular classroom may be made with notification to the Association when a specific teacher is out of the classroom on a regular basis carrying out Board approved business such as
    - i) Principal/Vice Principal responsibilities
    - ii) Board Committee responsibilities
    - iii) Faculty of Education responsibilities
    - iv) Association Business
    - v) Any responsibilities as approved by the Director of Education or designate.An Occasional Teacher assigned to replace a Teacher on approved business, as defined above, shall not be skipped in the next rotation.
  - e) When it is necessary to call an Occasional Teacher during the day in an emergency situation, the Occasional Teacher who responds shall not be skipped in the next rotation.
  - f) The rotation pattern shall be based upon the time of the assignment not the time of the request whenever possible.
  - g) Where the casual assignment is cancelled prior to 8 a.m. of the day of the assignment, such occasional teacher shall be assigned to a similar assignment prior to any assignments made on the following day or days to other occasional teachers, whenever possible.

**ARTICLE 14 – OCCASIONAL TEACHER LIST (continued)**

- 14.02 h) A Casual Occasional Teacher who refuses three or more assignments within a period of twenty (20) teaching days and fails to provide grounds satisfactory to explain such refusal of assignments or a Casual Occasional Teacher who cannot be contacted for an assignment at the telephone number provided by the Occasional Teacher during a period of twenty (20) teaching days may be removed from the Occasional Teacher List by the Director.
- i) Where a Casual Occasional Teacher refuses a half-day or more assignment, or cannot be contacted for an assignment at the telephone number provided by the Casual Occasional Teacher, the Casual Occasional Teacher shall be deemed to have worked said assignment for the purpose of determining distribution of work.
  - j) Daily assignments that are less than one-half (1/2) day shall not be subject to the provisions as outlined in Article 14.02 i).
- 14.03 a) A newly selected Occasional Teacher will be placed on the Occasional Teacher List for a probationary period of sixty (60) teaching days.
- b) An Occasional Teacher who has not successfully completed the probationary period may be removed from the Occasional Teacher list. Such removal may not be the subject of a grievance.
- 14.04 An occasional Teacher shall not be assigned any supervision duties at the beginning of the first day of an assignment however, the Principal may substitute supervision duties to another time during the day in its place.
- 14.05 Central dispatch is responsible for contacting a replacement when a certified teacher is not available on any given day according to the lists provided for them. However, casual occasional teachers can be placed into different assignments upon arrival at the school if qualifications determine that one individual supply teacher is better suited to a specific assignment than another, which can cause the Principal or Vice-Principal to alter the original assignment. E.g. If two teachers were required at a school and upon arrival the person with math expertise who was first assigned to replace a history teacher by central dispatch and then a math assignment became available, the Principal or Vice-principal is able to make the switch in assignments prior to commencement of classes in the morning.
- 14.06 a) Under normal circumstances, each Occasional Teacher shall be assigned only the regularly scheduled teaching duties and workload of the Teacher being replaced.
- b) Notwithstanding 14.06 a) if a casual supply teacher is replacing a secondary teacher with a 3 out of 4 schedule, the casual supply teacher may be assigned for that 4<sup>th</sup> section in the following situations: in the case of an emergency; an on call; to replace an on call owed to a regular teacher who is prepared for a supply teacher; team teach with another teacher who remains in the classroom; to assist with special needs students; be assigned to the library or to provide supervision.
- 14.07 An occasional teacher assigned for one half day shall not be scheduled supervision at lunch time if the teacher also has an assignment in the morning or afternoon only in another school.

**ARTICLE 15 – POSTING AND/OR ADVERTISING PRE-SCHEDULED LONG TERM OCCASIONAL POSITIONS**

- 15.01 a) When a teacher with the Board is pre-scheduled to be absent from teaching duties for a period of at least one (1) school month, but less than a school year and the Board decides to replace the teacher with a Long Term Occasional Teacher, the Board shall post the position on a bulletin board in each school and FirstClass e-mail, provided that the teacher has given notice to the Director at least one (1) month prior to the absence commencing and the notice is not received during a vacation period, prior to any external advertisement.
- b) Application for such positions shall first be considered from Occasional Teachers who have completed their probationary period.

Should the Board not receive applications from such Occasional Teachers or if the Board does not find a suitable candidate from within the applicants, then the Board may fill the position at its discretion. All unsuccessful applicants shall have a right to a debriefing interview if requested by the individual. Neither the suitability of the candidates as determined exclusively by the Board nor the debriefing interview shall be subject to a grievance.

- 15.02 A casual Occasional Teacher that is interested in a Long-Term Occasional Teachers' position should notify the Director of Education annually. A sub-list shall be developed by the Board listing Casual Occasional Teachers interested in Long-Term Occasional Teacher positions. Vacancies under Article 15.01 a) shall be posted on the Huron-Perth Catholic District School Board's FirstClass e-mail.
- 15.03 If requested by the Occasional Teacher in writing within the first seven (7) working days of a Long Term Assignment, a letter of recommendation may be completed by the principal at the conclusion of the assignment.

**ARTICLE 16 – METHOD OF PAYMENT**

- 16.01 a) A casual Occasional Teacher employed by the Board shall be paid salary calculated upon the following formula:
- i) The number of days worked by the teacher times the daily rate;
  - ii) The daily rate shall be calculated as follows:
    - The minimum of the OECTA/Board Elementary Teachers' salary schedule, Category A, divided by 200 effective September 1, 2004.
    - The minimum of the OECTA/Board Elementary Teachers' salary schedule, Category A, divided by 198, effective September 1, 2005.
    - The minimum of the OECTA/Board Elementary Teachers' salary schedule, Category A, divided by 194, effective September 1, 2006.
- b) Retroactivity of salary shall apply in the event of a late settlement of the OECTA/Board Elementary Teachers' Agreement.
- 16.02 a) The Casual Occasional Teacher shall be paid by direct bank deposit.
- b) Payment shall be on a bi-weekly basis. Schools shall verify by electronic means the Occasional Teacher summary, weekly.
- 16.03 a) i) A Long-Term Occasional teacher employed by the Board shall be paid a daily rate based on the long-term occasional teacher's salary schedule placement on the OECTA/Board Elementary Teachers Salary Schedule. The daily rate shall be calculated on the following formula:
- $$\frac{1}{\text{No. of School Days in School Year}} \times \text{Salary Schedule Placement}$$
- ii) It is understood that the Occasional Teachers Pay Equity Plan places an occasional teacher in Level "A" for salary purposes when the QECO certification rates the occasional Teachers in Levels "D", "C", or "B".
- b) If a Long-Term Occasional Teacher is employed for less than a full day basis, the salary payable shall be prorated in accordance with percentagetime indicated on the Memorandum of Agreement.
- c) The Long-Term Occasional Teacher shall be paid by direct bank deposit.
- d) Payment shall be on a bi-weekly basis.
- 16.04 All salary rates set out in Article 16.01 and 16.03 include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

**ARTICLE 17 – PENSION**

17:01 The Board shall, where appropriate, deduct from the Occasional Teacher's salary the premiums for the Teachers' Pension Board Plan.

**ARTICLE 18 – LONG TERM OCCASIONAL TEACHER PLACEMENT**

- 18.01 Category definitions shall be those established by the Qualifications Evaluation Council of Ontario (QECO) Program V.
- 18.02 a) All teaching experience subsequent to graduation from Ontario Teachers' Colleges, and Colleges of Education or their recognized equivalent, will be recognized in full.
- b) All teaching experience on a teaching certificate for which the Ontario College of Teachers issues a Letter of Eligibility will be recognized in full.
- c) **All** partial years of experience on a teaching certificate, recognized for Teachers' Pension Plan, will be recognized for salary purposes when the Teacher has accumulated 200 days. When the 200 days referred to is reached on or before the 15th of the month, the adjustment in salary will be effective on the 1st day of that month. When the 200 days referred to is reached after the 15th of the month, the adjustment in salary will be effective on the 1st of the month following.
- d) It will be the responsibility of the Long-Term Occasional Teacher to present to the Director of Education/designate, the Certificate of Qualification issued by the Ontario College of Teachers, QECO V Certificate along with evidence of special qualifications and years of teaching experience to qualify for placement on the current Salary Schedule.
- 18.03 A long term occasional teacher employed by the Board, for a **pre-determined** continuous basis of at least nine consecutive months on one assignment, shall be eligible to participate in the benefit plans during this assignment, with the exception of the Long Term Disability Plan, subject to the same terms and conditions as applicable to the Board's elementary teachers.

**ARTICLE 19 – REPORTING PAY**

- 19.01 a) A Casual Occasional Teacher who reports for half-day placement as a result of an error on the part of the Board shall be paid a half-day's pay for reporting as required.
- b) A Casual Occasional Teacher who reports for a **full-day** placement as a result of an error on the part of the Board shall be paid a full day's pay for reporting as required.
- c) A Casual Occasional Teacher who is assigned on a day where schools are closed by the Board and who is not notified prior to reporting for the assignment shall be paid for reporting.



**ARTICLE 20 – PROFESSIONAL DEVELOPMENT DAYS**

- 20.01 The Board shall pay Long Term Occasional Teachers for each Professional Development Day subject to attendance.
- 20.02 All Occasional Teachers shall be invited to all Board wide Professional Development Days. Notice of the date(s), time(s), location(s) and agenda(s) of all Board wide Professional Development Days shall be sent to all Occasional Teachers via First Class e-mail at least two weeks in advance.
- 20.03 All Occasional Teachers shall be invited to all Board courses and in-service training and shall have access where space is available and at no cost to the Board.
- 20.04 A Board Memo shall be issued the first week of September, the first week of January and the first week of April outlining known upcoming events related to 20.02 and 20.03.

**ARTICLE 21 – TRAVEL ALLOWANCE**

21.01 Upon application, a travel allowance shall be paid to an Occasional Teacher replacing a Teacher if the Occasional Teacher is required to travel from school to school as part of the Teacher's regular assignment in accordance with Board Policy, which may be amended from time to time. Travel allowance will be paid from one school to the other school.

**ARTICLE 22 – DURATION OF AGREEMENT**

22.01 Save as otherwise set out, this Agreement shall become effective on the 1st day of September, 2004 and shall remain in effect until the 31st day of August, 2008 and shall automatically continue in effect unless either party notifies the other in writing within the month of January in the year in which the agreement expires of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within thirty (30) days of notification or a mutually acceptable date.

**ARTICLE 23 – NO CESSATION OF WORK**

23.00 Neither the Association nor any occasional teacher, shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the association, through its officers and representatives will instruct the occasional teachers involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the Occasional Teachers. "Lockout" shall be defined in the Labour Relations Act.

Notwithstanding the foregoing, Occasional Teachers may strike and the Board may lock out Occasional Teachers in accordance with the provisions of the Labour Relations Act.

**ARTICLE 24 – DISTRIBUTION OF AGREEMENT**

24.00 The Board shall print and distribute copies of this agreement to all Occasional Teachers in its employ.

**ARTICLE 25 – JUST CAUSE**

25.01 No Occasional Teacher shall have a disciplinary notation entered on his/her file, be suspended, or be dismissed without just cause.

**ARTICLE 26 – HEALTH AND SAFETY**

26.01 As per Board Policy No.3A:3. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Occasional Teachers Unit.

**ARTICLE 27 – HARASSMENT**

27.01 As per Board Policy No.3A:18. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Occasional Teachers Unit.



**ARTICLE 28 – ASSAULT**

28.01 As per Board Policy No.3A:20. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Occasional Teachers Unit.

Huron-Perth Occasional OECTA Collective Agreement 2004-2008

IN WITNESS WHEREOF the Board and the Association have caused this Agreement to be signed in their respective names by their respective representatives duly authorized in that behalf, this

\_\_\_\_\_ day of \_\_\_\_\_, 2005.

The Huron-Perth Catholic  
District School  
Board

The Huron-Perth Occasional  
Teachers' Local of  
The Ontario English  
Catholic Teachers'  
Association

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chairperson - Huron-Perth  
C.D.S. Board

\_\_\_\_\_  
President

**LETTER OF UNDERSTANDING – REGULAR TEACHING ASSIGNMENTS**

Upon request from an occasional teacher who has expressed in writing his/her interest in a regular teaching assignment, a debriefing by the appropriate Board official shall be given to the Occasional Teacher.

The Huron-Perth Catholic  
District School  
Board

The Huron-Perth Occasional  
Teachers' Local of  
The Ontario English  
Catholic Teachers'  
Association

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Director of Education

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Chief Negotiator

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Chairperson - Huron-Perth  
C.D.S. Board

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President

**LETTER OF UNDERSTANDING – AUTOMATED CALL-OUT SYSTEM**

The Board shall consult with the Association during the implementation of an automated call-out system for Occasional Teachers. The parties shall meet as needed during the implementation of the automated call-out system and six months and then on an annual basis after its implementation to review call-out procedures.

The Huron-Perth Catholic  
District School  
Board

The Huron-Perth Occasional  
Teachers' Local of  
The Ontario English  
Catholic Teachers'  
Association

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Director of Education

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Chief Negotiator

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Chairperson - Huron-Perth  
C.D.S. Board

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President

**LETTER OF UNDERSTANDING – REPORTING PAY: PART-TIME SECONDARY ASSIGNMENTS**

The parties shall meet prior to September 1, 2005 to discuss and agree to the method of pay for casual daily Occasional Teachers assigned to a part-time secondary workload.

The Huron-Perth Catholic  
District School  
Board

The Huron-Perth Occasional  
Teachers' Local of  
The Ontario English  
Catholic Teachers'  
Association

\_\_\_\_\_  
Director of Education

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Chief Negotiator

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Chairperson - Huron-Perth  
C.D.S. Board

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President

**CASUAL SUPPLY PAY SCHEDULE FOR THE 2005-06 SCHOOL YEAR**

<b>Occasional teachers who worked</b> From & including these dates		<b>Date</b> will be paid on the following date
Sept. 6/05	Sept. 16/05	Sept.29/05
Sept. 19/05	Sept. 30/05	Oct. 13/05
Oct. 3/05	Oct. 14/05	Oct. 27/05
Oct. 17/05	Oct. 28/05	Nov. 10/05
Oct. 31/05	Nov. 11/05	Nov. 24/05
Nov. 14/05	Nov. 25/05	Dec. 8/05
Nov. 28/05	Dec.09/05	Dec. 22/05
Dec. 12/05	Dec. 23/05	Jan. 5/06
Dec. 26/05	Jan. 6/06	Jan. 19/06
Jan. 9/06	Jan. 20/06	Feb. 2/06
Jan. 23/06	Feb. 3/06	Feb. 16/06
Feb. 6/06	Feb. 17/06	Mar. 2/06
Feb. 20/06	Mar. 3/06	Mar. 16/06
Mar. 6/06	Mar. 17/06	Mar. 30/06
Mar. 20/06	Mar. 31/06	Apr. 13/06
Apr. 3/06	Apr. 14/06	Apr. 27/06
Apr. 17/06	Apr. 28/06	May 11/06
May 1/06	May 12/05	May 25/06
May 15/06	May 26/06	June 8/06
May 29/06	June 9/06	June 22/06
June 12/06	June 23/06	July 6/06
June 26/06	June 30/06	July 6/06