

THIS AGREEMENT

made as of the 1st day of September, 1998

Between

THE NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

And

**THE NIPISSING OCCASIONAL TEACHERS' LOCAL
OF
THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

(hereinafter called the "Association")

ARTICLE I - DEFINITIONS

- 1.01 a) "Teacher" shall mean an employee of the Board who falls within the term 'teacher' as defined in the Education Act, Part X, 1.
- b) "Occasional teacher" means a teacher employed to teacher as defined in the Education Act, s. 1.1.
- c) "Long-Term Occasional Teacher" shall mean an Occasional Teacher who has worked for a period of seventeen (17) or more consecutive teaching days as a replacement for a Teacher.
- d) "Casual Occasional Teacher" shall mean any Occasional Teacher employed by the Board in a teaching capacity other than as a Long-Term Occasional Teacher.
- 1.02 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE II - RECOGNITION

- 2.01 The Board recognizes OECTA as the exclusive bargaining agent, (hereinafter called the "Association") for all occasional teachers employed by the Board.
- 2.02 The Nipissing-Parry Sound Catholic District School Board (hereinafter called the "Board") is the sole bargaining agent for the employer.

ARTICLE III - ASSOCIATION SECURITY

- 3.01 All occasional teachers employed as such, or who have signed a letter of intent for a long-term occasional teaching assignment with the Board shall become members of the Association.

ARTICLE IV - ASSOCIATION DUES

- 4.01 In every pay period, the Board shall deduct from every pay of each Occasional Teacher, the appropriate amount of dues as authorized by the Constitution of the Association and as directed yearly by its Executive.
- 4.02 Dues deductions made as in Article 4.01 shall be forwarded to the Provincial Secretary-Treasurer of the Association. Such deductions shall be accompanied by a listing indicating the Occasional Teacher's name, Social Insurance Number, and the amount of the dues deducted.

ARTICLE V - LEAVES OF ABSENCE

Sick Leave

- 5.01 a) Any Occasional Teacher on a long-term assignment shall be entitled to two sick leave days per month, proportionate to the teaching time, during the long term teaching assignment. Unused sick leave credits shall be credited to the Occasional Teacher at the end of each month of teaching.
- b) Such unused sick leave credits shall be cumulative and may be used during any long term assignment in the same school year.
- 5.02 The Board shall grant leave of absence proportionate to the length of time already spent on long-term assignment in that school year, in the following circumstances:
- a) Five (5) consecutive school days leave with pay and without deduction from sick leave credits to attend the funeral of an immediate family member (im mediate family means a spouse, son, daughter, mother, father, brother or sister).
- b) Four (4) consecutive school days leave with pay and without deduction from sick leave credits because of the death of a parent-in-law provided the teacher attends the funeral.
- c) Three (3) consecutive school days leave with pay and without loss of sick leave credits for the death of a grandparent, grandparent-in-law, brother-in- law, sister-in-law, son-in-law, daughter-in-law, or grandchild, provided the teacher attends the funeral.
- 5.03 An occasional teacher who, because of illness, pregnancy, parental reasons, Association business or academic upgrading, becomes unavailable for assignment shall be retained on the Board's list of occasional teachers in an inactive status during the period of such unavailability, provided that such Occasional Teacher must become available for assignment within one year following the commencement of the period of unavailability.
- 5.04 Any Occasional Teacher who becomes unavailable for assignment pursuant to 5.03 above shall inform the Superintendent concerned of the date of commencement of and return from the period of unavailability.

ARTICLE VI - MANAGEMENT RIGHTS

6.01 The Association recognizes that it is the exclusive right of the Board:

- a) to maintain order, discipline and efficiency;
- b) to hire, direct, classify, transfer, promote, demote, lay-off, suspend or discharge and discipline members of the Association subject to the terms of this Agreement;
- c) to establish from time to time written rules and policies provided that such rules and policies are not inconsistent with the provisions of this Agreement;
- d) generally to manage and operate the school system in accordance with the Laws of Ontario and Regulations thereunder and the established policies of the Board.

6.02 The Association also acknowledges the exclusive authority, power and management rights of the Board, subject to the limitations stated in this Agreement, and that the terms of the present Agreement are subject to the conditions of employment in Catholic Separate Schools concerning religion, in accordance with Board 93 of the B.N.A. Act.

ARTICLE VII - CORRESPONDENCE

- 7.01 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Secretary of the Board and the President of the Association.
- 7.02 The Board shall supply the Association with the names, addresses and telephone numbers of occasional teachers no later than October 15th of each year and as revisions occur to the existing list throughout the school year.
- 7.03 The Board shall notify the President of the Local, at the time of placement, of the names of occasional teachers hired for a posted position.

ARTICLE VIII - NO DISCRIMINATION

8.01 There shall be no discrimination, coercion or interference by the Board against any Occasional Teacher because of participation in Association activities.

ARTICLE IX - GRIEVANCE PROCEDURE

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

9.02 If an Occasional Teacher who is covered by this agreement has a grievance the Occasional Teacher shall discuss the complaint with the principal, where applicable. Such complaint shall be brought in writing to the attention of the principal within thirty (30) working days of the incident giving rise to the grievance. The principal shall attempt to resolve the dispute informally and shall give his or her decision, in writing, within ten (10) working days of receiving the grievance.

9.03 Step One

Should the Occasional Teacher be dissatisfied with the decision of the principal, the Occasional Teacher may refer such matter on a written grievance form to the Superintendent concerned within ten (10) working days of receipt of the reply of the principal. The complaint shall constitute a formal grievance at Step One. The statement of grievance shall indicate the name of the griever; shall state the facts giving rise to the grievance; shall identify by specific reference and provision(s) of this agreement alleged to be violated and shall indicate the relief sought. The Superintendent concerned shall answer the grievance in writing within ten (10) working days of receipt of the statement of grievance.

9.04 Step Two

If no settlement is reached at Step One, the Occasional Teacher, representatives of the Association and representatives of the Board shall, at the request of the griever, meet within ten (10) working days of receipt of the reply, in writing, of the Superintendent concerned to discuss the grievance. If the grievance is not settled within ten (10) working days, it may be referred to arbitration as provided for in Article 9.10 within ten (10) working days of the meeting in Step Two.

9.05 The Association may initiate a policy or group grievance relating the interpretation, application, administration or alleged violation of this agreement beginning at Step Two of the grievance procedure. Such grievance shall be filed within thirty (30) working days of the incident giving rise to the grievance and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration as provided for in this Article.

9.06 Any complaint of grievance which is not commenced or carried through to the next stage of the grievance procedure by the griever within the time specified shall be deemed to have abandoned and no further action can be taken with respect to such grievance. The time limit specified in this article may be extended by mutual agreement in writing between the parties to this agreement.

9.07 If the stipulated time limits are not met by the party with whom the grievance is being lodged, the griever shall have the right to appeal the grievance to the next level of the procedure.

9.08 A complaint or grievance arising from an allegation by the Board that the Occasional Teachers or the Association have violated a provision of this agreement will be referred to the Association within ten (10) days of the alleged violation. The parties will attempt to resolve the

grievance. Failing resolution, the grievance will be referred to arbitration as provided for in Article 9.10. Such reference will be made within thirty (30) days of the incident giving rise to the complaint.

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

Arbitration

9.10 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within ten (10) working days of the reply under Step Two. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the Arbitration Board.

9.11 The two appointees so selected shall, within five (5) working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient part fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairperson, within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Occasional Teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. The powers of the Arbitration Board shall be the powers of an Arbitration Board established under the Ontario Labour Relations Act.

9.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.13 Each of the parties hereto shall bear the expenses of the arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.

9.14 The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a Regulation thereunder or the provisions of the agreement, nor to alter, modify or amend any part of this agreement.

9.15 No action of any kind will be taken against any Occasional Teacher because of his/her participation in this grievance procedure.

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

9.17 By mutual consent, the parties may agree to extend the time limits at any one step.

ARTICLE X - JUST CAUSE - DISCIPLINE AND DISMISSAL

10.01 No Occasional Teacher shall be disciplined or dismissed without just cause. In the event of a disciplinary action or dismissal, the Occasional Teacher shall be given the reason in writing.

ARTICLE XI - ACCESS TO RECORDS

- 11.01 On application to the Superintendent concerned, any Occasional Teacher shall be entitled to peruse and photocopy and append comments to any report placed in the Occasional Teacher's file.
- 11.02 Any Principal's report on an Occasional Teacher shall be given to the said teacher to sign before being placed in the Occasional Teacher's file. The Occasional Teacher is entitled to discuss the report with the principal, and to add comments.
- 11.03 Any complaints by a parent, a student, or Board employee directed towards an Occasional Teacher shall be called to the teacher's attention by the appropriate administrator if considered serious and, in all cases, such matters will be discussed with the teacher before anything is placed in the teacher's file. The Occasional Teacher is entitled to peruse and make a copy of any such notation of complaint and to append a response to the complaint.

ARTICLE XII - LIST OF OCCASIONAL TEACHERS

12.01 The Board shall establish an Occasional Teachers' List. This list shall mean the total of any sublists kept by the Board.

12.02 a) As a mandatory requirement for a person to be included and to remain on the list of occasional teachers, a person

- i) shall be registered with the Ontario College of Teachers;
- ii) be qualified to teach in the province of Ontario, as evidenced by the Certificate of Qualification issued by the Ontario College of Teachers;
- iii) shall become and remain a member of the Association.

b) Every person who is added to the occasional teacher list subsequent to September 1, 1993 and who is eligible to be a separate school supporter as provided in the Education Act, shall become and remain a separate school supporter.

12.03 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification and all other required documentation.

12.04 No later than August 15 of each year, occasional teachers who are on the master list or who were redundant to the Board shall

- a) notify the Board in writing of their intent to remain or to be placed on the list for the upcoming school year;
- b) state their qualifications and areas of specialty;
- c) specify days and time of availability;
- d) select one of the following options for casual supply assignments:

Option 1

One of

- i) North Bay Elementary
- ii) North Bay/Corbeil Elementary (FSL)
- iii) North Bay Secondary

and may select one of:

- i) Powassan/Mattawa
- ii) Sturgeon Falls
- iii) Huntsville

Option 2

Any number of

- i) Powassan
- ii) Mattawa
- iii) Sturgeon Falls
- iv) Huntsville

e) The Board may modify the above combinations in an effort to correct over- or under-representation.

12.05 a) Casual teaching assignments are the responsibility of each school. Only qualified teachers shall be contacted unless no qualified teachers are available.

b) When called after 8:00 a.m., Occasional Teachers shall be given fifteen (15) minutes preparation time from the time of arrival at the school.

c) i) If an Occasional Teacher has agreed in advance to accept an assignment at a school the teacher must be notified by 10:00 p.m. of the evening prior to the accepted assignment if such assignment is cancelled.

ii) If an Occasional Teacher is not notified as above the teacher shall be paid a half day's salary for the teaching day if the teacher is unable to obtain another assignment.

12.06 a) For casual assignments, principals shall select from the appropriate sublist.

b) In the event that no teacher who has been designated to a particular sublist is available for a casual assignment, the principal may select from any other qualified teacher on the master list.

12.07 The Board shall not exceed the ratio of occasional teachers to statutory teachers as of April 1, 1994. This ratio shall be determined by dividing the number of occasional teachers by the number of statutory teachers as of April 1, 1994.

ARTICLE XIII - POSTING AND HIRING PROCEDURES FOR LONG-TERM POSITIONS

- 13.01 When a teacher on a probationary or permanent contract will be absent for a predetermined period of seventeen (17) working days or more, his or her position shall be posted in all schools, and a copy of the posting sent to the Association.
- 13.02 Effective September 1, 1994, the Board will receive all applications for long-term assignments and may choose from among the applicants who are members of the Association, possess the required qualifications, experience and skills, and have been on the occasional teachers' list for a period of one year or more.
- 13.03 Each long-term occasional teacher shall sign and receive a true copy of a dated "Letter of Intent" specifying the teacher being replaced, the commencement date of the assignment, the expected duration (when such can be ascertained), and a statement that the salary will be according to the terms of this collective agreement.

ARTICLE XIV - METHOD OF PAYMENT

14.01 Occasional teachers shall be paid according to the Board's payment schedule; payments shall be accompanied by a detailed statement of salary and deductions therefrom.

ARTICLE XV - SALARY SCHEDULE

Includes 4% vacation pay and 3% and statutory holiday pay

15.01 Casual Occasional Teachers (Degree and Non-Degree)

Effective January 1, 1993 a Casual Occasional Teacher shall be paid at a rate of 90% of Teachers Category A1 Year 0 divided by 194.

15.02 Long-Term Occasional Teachers (includes 4% vacation pay and 3% statutory holiday pay).

A Long-Term Occasional Teacher shall be paid in accordance with his or her placement on the salary grid for regular teachers in that panel.

15.03 For the purposes of Article 15.02, the daily rate is calculated by dividing the appropriate annual salary by 194.

15.04 For the purposes of Article 15.02, years of experience shall include teaching experience under contract with any school board in Canada, and long term teaching experience with any board in Ontario, and any occasional teaching experience with the Nipissing-Parry Sound Catholic District School Board. Experience shall be calculated as of January 1st of each year. The occasional teacher shall provide a statement on official letterhead from any board showing the dates and number of days in each assignment.

15.05 A Long-Term Occasional Teacher's annual salary on the grid shall be determined according to his/her qualifications, as put forward by QECO in its Programme 3, or to a letter of equivalence issued by QECO.

15.06 For the purpose of Article 15.02, a Long-Term Occasional Teacher with a Letter of Permission shall be deemed to be qualified and shall be placed in the lowest pay category of the salary grid.

ARTICLE XVI - REPORTING PAY

16.01 a) An Occasional Teacher who is called into a school, reports to that school, finds no available teaching assignment and is not offered another assignment to another school shall be paid a half-day's pay. Such Occasional Teacher shall be offered the next available assignment for which that Occasional Teacher is qualified at that school.

b) A half-day is to be defined as follows:

1. Elementary:

- 15 minutes prior to commencement of morning session and to the end of morning session.
- 5 minutes prior to commencement of the afternoon session to the end of the afternoon session.

2. Secondary:

Two (2) consecutive teaching periods taught.

16.02 When a school is closed because of bad weather, equipment problems or interruption of essential services, an Occasional Teacher reporting for a teaching assignment shall be paid a full day's pay.

ARTICLE XVII - BENEFITS

- 17.01 a) Long-Term Occasional Teachers may participate in the employee benefits described in Article 17.02 below.
- b) Notwithstanding Article 1.01 c) benefits will apply to an Occasional Teacher who has worked for a period of twenty (20) or more consecutive teaching days as a replacement for a teacher.

17.02 The employer shall contribute toward the cost of the employee benefits premiums as follows:

- | | | |
|----|------------------------------------------------|------|
| 1. | O.H.I.P. | 100% |
| 2. | <u>Extended Health Care Plan</u> | |
| | Semi-private room | 100% |
| | Drug Plan | 100% |
| | Vision & Hearing Aid Plan
(\$200/24 months) | 100% |
| 3. | Dental Plan
(current O.D.A. rates) | 100% |

17.03 The Board's contribution shall be proportional to the Occasional Teacher's teaching time.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT DAYS

- 18.01 In the event that a Professional Development Day occurs during an Occasional Teacher's long-term assignment, the teacher shall take part in the professional development activities and be paid for the day or days.
- 18.02 When a Professional Development Day occurs within the first seventeen (17) days of a casual teaching assignment, such day shall not constitute an interruption of said assignment.
- 18.03 The Board shall make available a central school location for the Association to conduct a Professional Activity Day which coincides with the OECTA Professional Activity Day. Such location shall be requested two months in advance.

ARTICLE XIX - TRAVEL ALLOWANCE

19.01 The existing Board travel allowance shall be paid to an Occasional Teacher replacing an itinerant teacher who is entitled to such travel allowance.

ARTICLE XX - WORKING CONDITIONS

20.01 A scheduled interval between classes for the lunch break for Occasional Teachers shall be not less than forty consecutive minutes.

20.02 a) On the first day of an assignment an Occasional Teacher shall not be assigned any duties prior to the commencement of classes in the morning.

b) An Occasional Teacher shall, with the exception of a) above carry out any supervisory duties regularly assigned to the teacher being replaced.

ARTICLE XXI - DURATION OF AGREEMENT

21.01 Save as otherwise set out, this Agreement shall become effective on the 1st day of September, 1998 and shall terminate on the 31st day of August, 2000 and shall continue from year to year thereafter unless either party notifies the other in writing no more than one hundred fifty (150) days or less than ninety (90) days prior to the expiration date as to its desire to renew the agreement.

ARTICLE XXII - DISTRIBUTION OF AGREEMENT

22.01 Each Occasional Teacher on the Occasional Teachers' List shall receive a copy of this Agreement as soon after official ratification of the Agreement as possible.

ARTICLE XXIII - LIAISON COMMITTEE

- 23.01 a) A Liaison Committee shall be established to deal with issues related to the work Place.
- b) The Committee shall consist of the Superintendent concerned and/or designates, the President of the Association and other representatives appointed by the Association.
- c) The Committee shall meet once per term at the request of the Association.

PILOT PROGRAM AGREEMENT

The Nipissing Occasional Teachers' Local of OECTA and the Nipissing-Parry Sound Catholic District School Board agree to the following amendments of the Collective Agreement as a pilot program for the period September 1, 1998 to August 31, 2000, to be monitored by the Liaison Committee and subject to change by mutual agreement as the need arises:

Articles 12.04 d) and e) are suspended and temporarily replaced by the following:

- d) The occasional teacher list shall be divided into an "A" list and a "B" list. The "A" list shall consist of occasional teachers who are available for casual supply work on a regular full-time basis. The "B" list shall consist of all other occasional teachers, including those who are assigned to a long-term position.
- e) For casual assignments, first preference shall be given to occasional teachers on the "A" list, provided they are qualified for the position in question. Notwithstanding, equal preference may be given to an occasional teacher on the "B" list
 - i) for a position in a school in which the occasional teacher is currently employed as a regular or long-term occasional teacher, or
 - ii) if the availability of the occasional teacher on the "B" list matches the open position.
- f) The designation of an occasional teacher on any one list shall be determined by the actual availability of the occasional teacher at the time that a particular position is to begin.
- g) It shall be the responsibility of an occasional teacher on the "B" list to notify the Board in writing on the occasional teacher's regular full-time availability and eligibility for placement on the "A" list.

Article 13.02 is amended as follows:

The Board will receive all applications for long-term assignments and may choose from among the applicants who are members of the Association, possess the required qualifications, experience and skills, and have been on the occasional teachers' list for a period of ten months or more. Notwithstanding, in order to maintain continuity, equal consideration may be given to any occasional teacher who was temporarily appointed as a casual supply teacher in the said position for the sixteen (16) days prior to the closing date of the posting.