



COLLECTIVE AGREEMENT

between

**The Nipissing-ParrySound 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”)**

September 1, 2004 to August 31, 2008

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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 teach 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 fifteen (15) 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.
- 3.02 All new Occasional Teachers shall be given an information package to include:
- a) a list of schools, with names of principals, school addresses, telephone numbers and bell times (morning arrival, morning recess, lunch dismissal, afternoon arrival, afternoon recess and afternoon dismissal);
 - b) all relevant information about the central call out procedures;
 - c) a copy of the current contract;
 - d) procedures adopted by each school for the purpose of notifying the school in the case where an assigned Occasional Teacher will be absent for his/her assigned

duties.

- 3.03 Revisions to the information package described in 3.02 above shall be supplied to all Occasional Teachers on the list, no later than October 15th of each year, if applicable.

ARTICLE IV - ASSOCIATION DUES

- 4.01 The Board shall deduct from each pay of each Occasional Teacher, the fees established by the Association (OECTA). The Association shall advise the Board in writing by June 15th of the amount of fees to be deducted in keeping with the Constitution and Bylaws of the Association.

Deduction shall be made from all Occasional Teachers and persons doing occasional work as per Section 47 of the Ontario Labour Relations Act.

- 4.02 Dues deductions made as in Article 4.01 shall be forwarded to the Provincial 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.

- 4.03 The Board shall deduct, in every pay period and from every Occasional Teacher who worked in that pay period, a 'Local Bargaining Unit Levy'. Such fees are to be forwarded to the Local Executive by the fifteenth day of the month for the previous month's deduction.

In keeping with the Constitution of the Local and By-Laws of the Association, the Local Executive will inform the Board annually, and no later than June 15th, of the amount to be deducted for the upcoming school year.

ARTICLE V - I OF ABSENCE

Sick Leave

- 5.01 a) Any Occasional Teacher on a long-term assignment shall be entitled to two leave days per month for personal sickness and/or quarantine, 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. A maximum of **up** to five (5) days accumulated sick leave credits can be carried over from year to year.

Bereavement Leave

- 5.02 The Board shall grant leave of absence for Occasional Teachers on long-term assignment pro-rated to the teacher's full-time 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 (immediate family means a spouse, child, parent or guardian, 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.
 - d) In the event of extenuating circumstance, a Long Term Occasional Teacher may request additional leave time to be granted at the discretion of the Director of Education. Such request shall be in writing and state the reason(s) for the request. Such additional leave shall be without pay.

General Leave

- 5.03 An Occasional Teacher who, because of illness, pregnancy, parental reasons, Association business, secondment, long term with another board, employment with Continuing Education 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. It shall be the responsibility of the Occasional Teacher to notify the Board in writing when the Occasional Teacher becomes available.

Special Leave

- 5.04 A total of not more than one (1) day in one school year shall be granted with pay to a Long Term Occasional Teacher to collectively cover the following circumstances:
- paternity/adoption
 - emergency/compassionate
 - exam day

Professional Service

- 5.05 a) Definition: Professional Service for this agreement shall be defined as that service rendered by the Local Bargaining Unit President who serves:
- i) as a member of the executive or the Board of Governors of OTF or Ontario College of Teachers,
 - ii) as a member of the executive or the Council of Presidents of OECTA,
 - iii) as a member of a Standing committee as defined in the OTF or Provincial OECTA by-laws operating directly under the Provincial executive of OTF or OECTA,
 - iv) as an authorized voting delegate to the Annual General Meeting of OECTA.
- b) The Local Bargaining Unit President or designate on long-term assignment may be granted leave without salary deduction for professional service. Requests for such leaves shall be received by the Director or designate at least five (5) days prior to the leave. Such requests shall specify the purpose of the function which qualifies under the above definition.
- c) The salary for such person on leave is to be fully reimbursed by the Association.
- d) Such leave shall not be considered as an interruption of service.
- e) The Occasional Local shall be provided with fifteen (15) days release time for the purposes of conducting Local Association business. The salary for such person on leave is to be fully reimbursed by the Association. Additional days may be granted at the discretion of the Director of Education.

TICLE 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 Section 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 Director of Education or designate and to and from the Local Bargaining Unit President or designate.
- 7.02 The Board shall supply the Local Bargaining Unit President with the names, addresses, telephone numbers, division qualifications, additional qualifications and/or teachable subjects, availability, geographic and other preference and date of hire 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 a) The Board shall notify the Local Bargaining Unit President, at the time of placement, of the names of Occasional Teachers hired for a posted position.
- b) The Board shall supply the Local Bargaining Unit President with a copy of the monthly report of supply teaching for each month for all Occasional Teachers.
- 7.04 The Occasional Teacher shall notify the Board in writing of any change of name, address and telephone number and shall provide the Board with proof of any change in qualifications. The Board shall provide such information to the Local Bargaining Unit President upon request.

ARTICLE VIII - OCCASIONAL TEACHER PROTECTION

- 8.01 There shall be no discrimination, coercion or interference by the Board against any Occasional Teacher because of participation in Association activities.
- 8.02 Occasional Teachers who feel that they are the victims of workplace harassment shall refer their concern to the Local Bargaining Unit President who will refer the matter to the Supervisory Officer concerned.

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. An OECTA representative may be present, at the Occasional Teacher's request. Such complaint shall be brought in writing to the attention of the principal within fifteen (15) 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 five (5) 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 to the interpretation, application, administration or alleged violation of this agreement beginning at Step Two of the grievance procedure. Such grievance shall be filed within fifteen (15) 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 been abandoned and no further action can be taken with respect to such

grievance. The time limit specified in this article may be extended by mutual agreement in writing between the parties to this agreement.

- 9.07 If the stipulated time limits are not met by the party with whom the grievance is being lodged, the grievor shall have the right to appeal the grievance to the next level of the procedure.
- 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 party fails to appoint an arbitrator, or if the appointees fail to agree upon a chairperson, within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Occasional Teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. The powers of the Arbitration Board shall be the powers of an Arbitration Board established under the Ontario Labour Relations Act.

- 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 disciplinary action of any kind will be taken against any Occasional Teacher because of 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. Notwithstanding the aforementioned timelines, either party may request the Minister of Labour to refer the grievance to arbitration in accordance with Sections 49(2) and 49(3) of the Labour Relations Act.
- 9.17 By mutual consent, the parties may agree to extend the time limits at any one step.

ARTICLE X - 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.
- 10.02 Such notice shall be sent to the Occasional Teacher's last known address or via hand delivery by the supervisory officer.

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.
- a) Any report and/or complaint by a Board employee, parent or student directed towards an Occasional Teacher shall be discussed with the member prior to being placed in the personnel file.

- b) Each Occasional Teacher shall have the right to copy the documents included in the personnel file in the presence of a representative of the Board.
- c) Each Occasional Teacher shall have the right to comment, in writing, to any content in the Occasional Teacher's personnel file(s) and have such comment attached thereto. These comments shall not be removed from any Occasional Teacher's file without the teacher's consent.

ARTICLE XII - LIST OF OCCASIONAL TEACHERS

- 12.01 a) The Board shall establish a list of Occasional Teachers as follows:
 - i) An 'A' list of all Occasional Teachers who are available for casual work,
 - ii) A 'B' list consisting of Occasional Teachers who are unavailable for casual work pursuant to article 5.03.
- b) Where the Board requires that a position be filled by an Occasional Teacher, such position shall be filled by a teacher on the Occasional Teachers' list, unless no such teachers are available who meet the requirements of the position. In each case, the Local Bargaining Unit President will be informed.
- 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 15th of each year, Occasional Teachers who are on the Occasional Teachers' list 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 and geographic availability.
- 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) Elementary and Secondary casual teaching assignments shall be made according to the following process:
- i) Call-outs shall normally occur from 7:00 to 9:00 p.m. on the day preceding the assignment, or from 7:00 to 8:45 a.m. on the day of the assignment. Call-out times can be changed by mutual consent of the Local Bargaining Unit and the Board.
 - ii) When called after 8:00 a.m. the Occasional Teacher shall be given fifteen (15) minutes of preparation time from the time of arrival at the school.
 - iii) If an Occasional Teacher has agreed to accept an assignment in advance, the teacher must be notified by 10:00 p.m. of the evening prior to the assignment if it is cancelled.
 - iv) If a casual Occasional Teacher assignment is cancelled after the time stated in iii) above, the teacher will receive pay commensurate with the original call out for that day and shall be expected to report to the school and to do work as assigned by the principal. Notwithstanding, the teacher may be assigned to another school in the same municipality for a casual teaching assignment for which the teacher is qualified. Where applicable, sufficient travel time will be provided, including a 15-minute orientation time upon arrival.
 - v) If an Occasional Teacher has accepted an assignment and subsequently becomes unavailable, the teacher must notify the Principal as soon as possible as per Article 3.02 d).
- 12.06 a) Occasional Teachers on the supply list who are available on a regular full-time basis shall constitute no more than 25% of the Board's regular (FTE) teaching complement. Notwithstanding, the Board may add teachers to the list beyond the stated maximum to address specific needs and/or subject areas or qualifications that are under-represented.
- b) Teachers may be added to the list to replace Occasional Teachers on leave in accordance with article 5.03. Once placed on the list these teachers will be

retained on the list when the absent teacher returns.

- c) Occasional Teachers whose names have been added to the list as a result of b), above, shall be retained on the following years' Occasional Teachers' list only if there are available spaces on the list as set out in a), above.
- d) Notwithstanding a), above, retired teachers may be added to the list within one year of retirement.

XIII - POSTING AND HIRING FOR

13.01 When a teacher will be absent for a predetermined period of fifteen (15) working days or more, his or her position shall be posted in all schools for a period of five (5) days, and a copy of the posting sent to the Local.

13.02 a) The Board will receive all applications for posted long-term assignments, and may choose from among the applicants who are members of the Association, possess the required qualifications, experience, skills as stated in the posting and who were on the Occasional Teachers' list for a period of ten (10) months or more.

b) In order to maintain continuity in a school, equal consideration may be given to

i) any Occasional Teacher who was temporarily appointed as a casual supply teacher in the said position for the fourteen (14) days prior to the closing date of the posting, or

ii) any Occasional Teacher who is currently employed by the Board on a part-time basis at the school where the long-term absence occurs.

c) Notwithstanding a) or b) above, teachers on the Board's recall list may be given equal consideration for posted long-term positions.

13.03 In the event that a long-term assignment replacing the same teacher reoccurs within the same year, the Board may appoint, without posting, the Occasional Teacher appointed to the first long-term assignment.

13.04 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.

- 13.05 An approved leave to attend Association business shall not constitute an interruption of service for the purpose of calculating the qualifying period for a long-term assignment.
- 13.06 If a long-term occasional assignment lasts for an entire school year, the Occasional Teacher shall be deemed to have been employed as a regular teacher since the first day of school.

Posted Teaching Positions

- 13.07 a) All Occasional Teachers shall have the opportunity to apply for posted teaching positions within the Board. All applications will be considered on the basis of the requirements stated in the posting.
- b) Occasional Teachers seeking part-time/full time employment with the Board shall indicate such intent in writing to the Superintendent concerned by February 28th of each year. All applicants who have indicated such interest shall be granted interviews for those positions for which they apply and are qualified.
- 13.08 A refusal of a long-term assignment by an Occasional Teacher shall not prejudice the Occasional Teacher's right to future long-term positions as they become available in the current school year.

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

15.01 Casual Occasional Teachers (Degree and Non-Degree)

Effective September 1, 2005,

A Casual Occasional Teacher shall be paid at a rate of 92% of the current Elementary Teachers' grid at Category AI Year 0 divided by 194.

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

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

- 15.04 a) For the purpose of Article 15.02, years of experience shall include teaching experience under the following criteria:
- i) Teaching experience on a regular or long-term occasional assignment in an elementary and/or secondary school as a qualified teacher that is in an institution that is either:
 - a) funded by the Ministry of Education
 - b) funded by the Federal Government
 - c) recognized by the Ministry of Education as eligible to grant a secondary school diploma and/or
 - d) in a school board/district in another province.
 - ii) Any occasional teaching experience with the Nipissing-Parry Sound Catholic District School Board.
- b) Occasional Teachers shall be responsible for submitting all substantiating documentation.
- c) One hundred and ninety (190) days shall constitute one year of experience and shall be calculated into the grid placement for the purpose of Article 15.02.

15.05 A Long Term Occasional Teacher's salary on the grid shall be determined according to the teacher's qualifications, as put forward by QECO in its Programme 5, or a letter of equivalence issued by QECO.

- 15.06 a) Should a Long Term Occasional Teacher's experience level change during an assignment, the Occasional Teacher shall notify the Human Resources Department in writing, prior to the effective date of the experience level change. Should notification occur after the effective date, the change will occur upon the receipt of the letter.
- b) An Occasional Teacher who notifies the Director of Education in writing that an application has been submitted to QECO for an increase in category, is entitled to retroactive salary to the date of the notification, provided that the teacher submits the QECO statement of evaluation certificate as proof of category change within one month of the date of issue indicated on the QECO statement.

A copy of the application made to QECO shall accompany the notification to the Director of Education.

15.07 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.

15.08 For the purpose of Article XV, vacation pay and statutory holiday pay shall be deemed to be included in the stated salary rates.

15.09 For pay purposes an occasional teaching day is defined as follows:

a) Elementary

i) A half day consists of

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

ii) any assignment greater than a half day shall be considered a full day.

b) Secondary

Casual Occasional Teachers shall be paid as follows:

i) A minimum of ½ day's pay for any callout. (This includes any two (2) consecutive periods as assigned by the principal, plus any APA duties (Additional Professional Assignments) assigned prior or during an AM assignment or during or immediately following a PM assignment in the case where the Teacher being replaced is assigned the APA duty (Additional Professional Assignment), or as mutually agreed to between the principal and the Occasional Teacher.)

ii) A full day's pay to replace all regularly assigned periods of a full-time teacher, with an additional 1/4 day pay if assigned to a fourth period that is not part of this teacher's regular assignment.

ARTICLE XVI - REPORTING PAY

16.01 a) 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.

- b) When schools are not officially closed due to weather conditions but vehicles are unable to travel on the same roads that a teacher must use to get to school, there shall be no loss of pay or sick leave deductions for any Long Term Occasional Teacher who notifies the Principal of the inability to get to the school and subsequently completes the Board's leave authorization form and the Supplement to the Leave Authorization Form re: Absences due to Weather Conditions.
- c) When a school is not officially closed due to weather conditions, but vehicles are unable to travel on the same roads that a teacher must use to get to school, there shall be no loss of pay or sick leave deductions for any **pre-scheduled** Occasional Teacher in a casual assignment at the school, who notifies the Principal of the inability to get to the school or any other accessible school in the Board, and subsequently completes the Board's leave authorization form and the Supplement to the Leave Authorization Form re: Absences due to Weather Conditions.

ARTICLE XVII - BENEFITS

- 17.01 a) Long Term Occasional Teachers may participate in the employee benefits described in Article 17.02 below.
- b) Payment in lieu of benefits will apply to a Long Term Occasional Teacher as defined in 1.01 c) except where the Occasional Teacher is enrolled in the Board benefit plan as outlined in Article 17.01 a). Such payment shall be paid at the end of the assignment. It is the responsibility of the Occasional Teacher to inform the Board when they have completed the required number of days of teaching as defined in 1.01 c).
- 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 fifteen (15) 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.

18.04 Occasional Teachers may attend any workshop or in-service activity offered by the Board on a Professional Development Day or outside regular school hours provided they have been pre-registered by their Local Bargaining Unit President. Notification of any in-service activities or workshops will be sent to the Local Bargaining Unit President who will notify Association members. The Board reserves the right to limit the number of participants and/or to request a fee to offset the additional costs, where applicable.

ARTICLE XIX - TRAVEL ALLOWANCE

19.01 The existing Board travel allowance shall be paid to an Occasional Teacher replacing a 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 the assignment.

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

20.03 An Occasional Teacher on casual assignment is required to mark only work assigned that day and is not required to stay beyond fifteen (15) minutes after classes, subject to an after-school supervision duty.

20.04 a) Any case of physical assault upon an Occasional Teacher which occurs during the performance of an Occasional Teacher's duties or school activities shall be promptly reported to the Board or its designated representative.

b) The Board will provide legal counsel of its choice to advise the said Occasional Teacher of rights, obligations and possible courses of action with respect to such assault. This section applies if charges are laid or if an Occasional Teacher is being sued in civil action.

c) Where an investigation establishes that the assailant is a person other than a student in the school, or where, in any event, the assault is of a serious nature in terms of bodily harm, the principal shall call the police to investigate.

d) Where a physical assault of a serious nature has taken place and the assailant is a student in the school, the student shall be immediately removed from class until disciplinary action is taken by the administration.

e) All procedures shall be consistent with the policies established by the Board.

20.05 An Occasional Teacher shall report to the principal any incident where a visitor willfully interrupts or disquiets the proceedings of a school or class.

ARTICLE XXI - DURATION OF AGREEMENT

21.01 Save as otherwise set out, this Agreement shall become effective on the 1st day of September 2004 and shall terminate on the 31st day of August 2008 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 or at other times by mutual agreement between the Superintendent and the Local Bargaining Unit President.

ARTICLE XXIV - COLLEGE OF TEACHERS FEE

24.01 The Board shall reimburse an Occasional Teacher for 100% of the annual fees paid to the Ontario College of Teachers provided the Occasional Teacher has accumulated a minimum of the following teaching days in the current school year.

2004/05	150 days
2005/06	120 days
2006/07	90 days
2007/08 and thereafter	90 days

It shall be the responsibility of the Occasional Teacher to provide proof of payment by June 15th.

ARTICLE I - III CCR CHECK

- 25.01 a) The Board agrees to the representation of any Occasional Teacher by OECTA regarding any meeting that may arise as a result of the Criminal Background Check and/or Offence Declaration process.
- b) The Board will consult with the Local, through the Liaison Committee, if there is to be any change of process regarding the annual Offence Declaration used in the 2003/04 school year.

LETTER OF UNDERSTANDING

ARTICLE XII - List of Occasional Teachers

The Board agrees to maintain current call-out practices, which includes an alpha-rotation system for the duration of this agreement unless agreed upon between the Local and the Board.

It is further agreed that the Principal or designate will notify the central dispatch system (or whatever system is agreed to should the system change during the course of the agreement) of the availability of an Occasional Teacher whose assignment has been cancelled.

Date: _____

For the Association

For the Board

LETTER OF UNDERSTANDING

Appraisal of Long Term Occasional Teachers

The parties agree to the following principles regarding the Performance Appraisal of Occasional Teachers and the implementation of the Board Policy AS-25.0.

1. No member shall be involved in the appraisal of another member
2. Extra-curricular activities will not be evaluated within the scope of the Teacher Performance Appraisal.
3. The Board agrees to notify the Unit within five (5) working days of the delivery an unsatisfactory rating notice and plan for improvement, except in the case where the Occasional Teacher notifies the Board in writing upon receipt of their "Letter of Intent" with a copy sent to the Local Bargaining Unit President.

Date _____

For the Association

For the Board

LETTER OF UNDERSTANDING

Benefit Program for Occasional Teachers

The Board shall work with the Occasional Unit of the Ontario English Catholic Teachers' Association **to** investigate the creation of a separate benefit plan for Occasional Teachers Unit at no cost to the Board.

In the event that such a plan is created, the Occasional Teacher must pay the full cost of the benefit premiums. Payment of benefit premiums must be in the form of direct withdrawal from a bank account or a set of monthly cheques made payable to the Nipissing-Parry Sound Catholic District School Board. With the exception of Long Term Occasional Teachers as stipulated in 17.01 a), the Board may establish a separate plan for rating purposes for Occasional Teachers who purchase benefits pursuant tp this clause.

Date _____

For the Association

For the Board

IN WITNESS whereof the Board and the Occasional Teachers have cause this AGREEMENT to be signed by their respective representatives therein duly authorized, as of this

_____ day of _____ 2006.

Signatures:

Don Houle, Chair of the Board

A M i B i t t i, D i t t o f "

John Valiquette, President
OECTA Nipissing Occasional Teachers Local (NOTL)

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