

# **COLLECTIVE AGREEMENT**

B E T W E E N:

**Huron - Superior Catholic District School Board**

(hereinafter called the "Board")

- AND -

**The Huron-Superior Occasional Teacher Local of the  
Ontario English Catholic Teachers' Association**

(hereinafter called the "Association")

September 1, 2008 to August 31, 2012

12430 (05)

The Huron-Superior Catholic District School Board and the Huron-Superior Occasional Teacher OECTA Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

#### ARTICLE I: DEFINITIONS

- 1.01 (a) **Teacher** - shall mean a teacher as defined in the Education Act, Part X.1, s.277.1. Teacher means a teacher employed by a Board to teach but does not include a supervisory officer, a principal, or an instructor in a teacher-training institution.
- (b) **Long Term Occasional Teacher** - shall mean an Occasional Teacher who is employed for a period of eleven (11) or more consecutive teaching days as a replacement for a full-time or part-time teacher employed by the Board.
- (c) **Occasional Teacher** - shall mean an Occasional Teacher as defined in the Education Act 1.1: For the purpose of this Act, a teacher is an Occasional Teacher if he or she is employed by a Board to teach as a substitute for a teacher or temporary teacher who is or was employed by the Board in a position that is part of the regular teaching staff including continuing education teachers but
- (i) if the teacher substitutes for a teacher who has died during the school year, the teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred:  
and/or
- (ii) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as a substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- (d) **Casual Occasional Teacher** - shall mean any Occasional Teacher employed by the Board to teach on a day to day basis for a period of less than eleven (11) consecutive days.
- 1.02 (a) Each Long-Term Occasional Teacher shall be provided with a letter specifying the assignment, and its approximate duration including the observation/preparation day outlined in 13.02 iv. An Occasional Teacher Long-Term contract, which specifies salary, will also be provided.
- (b) Professional Development or Activity Days attended or days when school is closed by the Director or his/her designate shall not break the consecutiveness of the days involved.

## ARTICLE 2: RECOGNITION

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

## ARTICLE 3: SCOPE

- 3.01 No Teacher, as defined in paragraph 1.01(a) above, shall be covered by this agreement. However, any teacher who is covered by such Act and who is legally employed as an Occasional Teacher, shall be covered by this agreement in respect of such Occasional Teacher employment. Any teacher employed in any Heritage Language Program, Continuing Education Program, Extension Education Program or similar such program operated by the Board be they credit or non-credit shall not be covered by this Agreement.

## ARTICLE 4: ASSOCIATION SECURITY

- 4.01 The Board shall supply the Local Association with a current list of the Occasional Teachers and their addresses by October 31<sup>st</sup> of each year and then on a quarterly basis.
- 4.02 There shall be no discrimination, interference, restraint or coercion exercised or practiced with respect to any Occasional Teacher because of participation in lawful activities of the Association. There will be no discrimination by an Occasional Teacher against the Board.
- 4.03 The Board agrees to provide to the President of the O.E.C.T.A. Occasionals, the YTD (year-to-date) report and record of refusals, on a monthly basis, for the purpose of monitoring Article 11.00 of the agreement.

## ARTICLE 5: ASSOCIATION DUES

- 5.01 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 directed by its Executive. Dues will also be deducted from persons who are employed to replace Teachers on a Letter of Permission or as an emergency replacement under Regulation 298, Section 21.
- 5.02 The deduction shall be made for those months in which the Occasional Teacher receives a pay cheque and forwarded to the Treasurer of the Association not later than the 15th day of the following month.

## ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 The Board reserves to itself, fully and exclusively all management rights and prerogatives conferred on it by statute, regulation or otherwise, save and except to the extent expressly modified, curtailed or limited by any provision of this collective agreement.
- 6.02 No alteration, variation or addition to the express terms of this agreement shall be made by any arbitrator or Board of Arbitration.
- 6.03 Where there is clear and convincing evidence to Board and Association officials of the circumstances listed below, it shall be deemed to constitute just cause for dismissal:
- (a) use of, or possession of, illegal narcotics on school property
  - (b) physical or sexual assault of a student

Any dispute between the Board and the Association shall be sent to an Arbitrator for final decision.

## ARTICLE 7: LEAVES OF ABSENCE

### 7.01 With Pay

The Board shall provide the following leaves-of-absence with pay for Long-Term Occasional Teachers.

- (a) Bereavement Leave: Five (5) calendar days bereavement leave due to a death in the Occasional Teacher's immediate family subject to the five (5) days being prior to the termination of the contract. Such leave shall not extend beyond the termination date of the Long-Term Contract. Immediate family is defined as parents, legal guardians, parents-in-law, husband, wife, children, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents and grandchildren.
- (b) One (1) day bereavement leave due to a death of an Occasional Teacher's relative. Relatives include aunts, uncles, nieces and nephews consanguine or by marriage.
- (c) A Long-Term Occasional Teacher who is absent from an assignment because of jury duty or who is subpoenaed as a witness will be excused for the duration of either the jury duty or the Long-Term assignment whichever comes first. Any witness or jury duty fees are reimbursed to the Board without loss of salary if an Occasional Teacher is so summoned by the Court.

(d) Sick Leave

A Long-Term Occasional Teacher shall be entitled to one (1) day paid sick leave for each ten (10) teaching days in the same assignment with two (2) days being available from the commencement of the Long-Term assignment. The remaining sick leave days if used in advance will be used without pay and will become payable upon completion of the assignment.

The balance of unused sick days shall be carried over to other Long-Term Occasional Teacher assignment(s). A maximum of twenty (20) unused sick days can be carried over to a subsequent Long Term assignment in the following school year(s). The Director or Designate may require a medical certificate to substantiate any sick leave absence.

- 7.02 Association Leave - The Board agrees to retain an Occasional Teacher who has been elected to the position of President of the Local Association on the Occasional Teacher List in an inactive status for a period of no greater than the school year in which the request for such status is made. The Association shall notify the Board in writing of its request and shall set out the estimated duration of the President's unavailability in the notice.
- 7.03 General - The Board, may in its discretion, retain Occasional Teachers on the Board's Occasional Teacher List in an inactive status where the Occasional Teacher is unavailable for assignments due to personal circumstances. The Occasional Teacher shall make application in writing for such status to the Director or designate responsible for Occasional Teachers stating the reasons for the request and the estimated duration of the period of unavailability. The maximum period of time such status may be maintained shall be the duration of the school year in which the request is made and thereafter the Occasional Teacher shall be deemed to have resigned from the Occasional Teacher List unless the Occasional Teacher notifies that he/she is available.
- 7.04 Pregnancy/Parental Leave - An Occasional Teacher who, because of pregnancy, parental, or adoption of a child, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status upon making application in writing for such status to the Director or designate responsible for Occasional Teachers stating the reason for such request and the estimated duration of the period of unavailability. The maximum period of time such status shall be maintained shall not exceed one (1) calendar year from the date of commencement of the leave and thereafter the Occasional Teacher shall be deemed to have resigned from the Occasional Teacher List.
- 7.05 Personal Leave - A Long-Term Occasional Teacher may be granted a leave of absence for personal leave for three (3) days per year, under special circumstances, at the discretion of the employee's immediate supervisor, with loss of pay.

- 7.06 Family Medical Care Leave – An Occasional Teacher who applies for Family Medical Care Leave shall be retained on the Board’s Occasional Teacher List upon making application in writing for such status to the Director or designate responsible for Occasional Teachers stating the reason for such request and the estimated duration and period of unavailability. The maximum period of time such status shall not exceed the time stipulated in the Employment Standards Act.

#### ARTICLE 8: CORRESPONDENCE

- 8.01 All correspondence between the Board and the Association arising out of this Agreement or incidental thereto, shall pass to and from the President of the Association and the Board's Director or designate responsible for Occasional Teachers.

#### ARTICLE 9: GRIEVANCE PROCEDURE

It is the mutual desire of the Association and the Board that grievances shall be adjusted as quickly as possible. An Occasional Teacher may attempt to resolve the grievance by informal discussion/letter with the Director of Education or designate prior to initiating the grievance at Step One. In such cases, the President of the O.E.C.T.A. Occasionals may represent the Occasional Teacher or be present at any such informal discussions.

- 9.01 Definitions - Occasional Teacher Grievance

An Occasional Teacher Grievance under this Agreement shall be defined as any difference or dispute between the Board or Supervisory Staff and any Occasional Teacher which relates to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable.

- 9.02 Definitions - Local Executive Grievance

A Local Executive Grievance is defined as a difference or dispute of the Agreement which concerns a number or all of the Occasional Teachers relating to the interpretation, application or administration of the Agreement, including any question as to whether a matter is arbitrable.

- 9.03 Definitions - Direct Grievances and Group Grievances

Any grievances arising directly between the Board and the executive of the Association or any grievance involving more than one Occasional Teacher instead of following the procedure herein set out may be submitted in writing by registered mail or personal delivery within twenty (20) working days after either party becomes aware of the circumstances giving rise to the complaint. The grievance committee shall agree to meet without delay in an attempt to settle the grievance. If this committee is unable to settle such grievance within fifteen (15) working days after its submission, then the group to whom the grievance was delivered shall reply in writing within five (5) working days.

#### 9.04 Procedure

The following procedure shall be adhered to in processing a grievance or grievances.

##### STEP ONE

- (a) The Occasional Teacher shall take the matter up with the Director of Education or designate by submitting a concise written statement of the complaint(s) and redress(es) sought, including the article number(s) in question, within twenty (20) working days of the occurrence giving rise to the grievance and shall request that a meeting be convened with the Director of Education or his/her designate.

##### STEP TWO

- (b)
  - (i) The Director of Education or designate shall arrange and meet within five (5) working days of receipt of the letter of grievance. He/she shall give his/her decisions or answers to the grievance within ten (10) working days after the meeting. His/her answer shall be in writing and a copy shall be sent to the Local President(s).
  - (ii) An Occasional Teacher may be accompanied to the meeting with the Director of Education or designate, by a member of the Association.

##### STEP THREE

- (c) If the grievance is not satisfactorily resolved at Step Two the Grievance Officers of the Association may on behalf of the aggrieved teacher, within ten (10) working days after the reply at Step Two has been or should have been delivered, require a meeting of the Grievance Committee by delivering the grievance in writing to the Director of Education or designate by registered mail or personal delivery.

##### STEP FOUR

- (d)
  - (i) The Grievance Committee shall consist of two members of the Association appointed from time to time by the executive of the Association and two representatives appointed by the Board.

- (ii) The Grievance Committee shall convene within twelve (12) working days after receipt of the grievance by the Director of Education or designate by prepaid registered or certified post and the Committee shall seek to resolve the grievance within fifteen (15) working days of the first meeting.
- (iii) The aggrieved Occasional Teacher or a designate and a representative of the Board may make representations regarding the grievance.
- (e) If the Grievance Committee is unable to resolve the grievance, the Director of Education or designate shall, within five (5) working days after the said meeting, deliver to the appointees of the Association the written reply of the Board to the grievance.

#### 9.05 Arbitration of Disputes

If the grievance is not satisfactorily resolved at Step Four the Grievance Officers of the Association may on behalf of the aggrieved teacher, within five (5) working days after the reply at Step Four has been or should have been delivered serve notice in writing submitting to arbitration according to the following provisions.

- (i) The Board of Arbitration shall be composed of a single arbitrator and one representative chosen by each party. The Association and the Board shall jointly choose the arbitrator.
- (ii) The decision of the Arbitration Board shall be binding to both parties.
- (iii) Each party shall share equally the cost of the Arbitration Board.
- (iv) The Arbitration Board shall limit its actions to an interpretation of this Agreement and its application and administration and shall not change its provisions, or substitute any new provisions.
- (v) If either party fails to agree on the appointment of the arbitrator within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon the written request of either party.
- (vi) Notwithstanding the procedure above, either party may request access to expedited arbitration under section 49 of the Ontario Labour Relations Act, 1995.

9.06 The term working days, when used in this article, shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined in the Education Act, R.S.O. 1990, Chapter 3.2 and the regulations promulgated thereunder (Reg. 304), with the exception of July and August.



9.07 Any time limits fixed by this Article may at any time be extended by agreement of the representatives of the parties involved.

#### ARTICLE 10: JUST CAUSE-DISCIPLINE AND DISMISSAL

10.01 (a) No Occasional Teacher shall be disciplined or dismissed without just cause.

In the case of dismissal, the Board may apply a lesser standard of just cause for Occasional Teachers on probation.

(b) An Occasional Teacher will be considered to be on probation until that teacher has completed sixty (60) teaching days with the Board over a three (3) consecutive year period.

The sixty (60) teaching day probationary period may be extended through a mutual agreement between the Board and the Association.

A certified pregnancy/parental leave or a prolonged illness of twenty (20) teaching days or more shall result in an equal number of days being added to the three (3) year time period.

10.02 All Casual and Long-Term Occasional Teachers shall have access to their personnel files upon their request or the request of the President with the written permission of the Occasional Teacher. The Occasional Teacher's file shall be examined in the presence of a person authorized by the Board. The Occasional Teacher, upon request, shall be provided with a photocopy of any documents in the file.

#### ARTICLE 11: OCCASIONAL TEACHER LIST & DAILY CALL OUT

11.01 The Occasional Teachers' Lists (Casual and Long Term) shall mean lists maintained and utilized by the Board in allocating Occasional Teacher assignments.

11.02 Casual Occasional Teacher Assignments – City of Sault Ste. Marie

(a) The Casual Master List shall be updated at the end of each school year. Names of the newly hired Occasional Teachers will be added to the bottom of the Casual Master List.

(b) Rotation of the Casual Master List shall be in numerical order. Call out for Secondary school assignments shall be in accordance with the qualifications needed for the assignment.

- (c) On the end of each school year, the allocator will record the name of the last teacher called out so the next teacher is called out for the first assignment in September.
- (d) The size of the Occasional Teachers' Casual List shall not be greater than the equivalent of fifty percent (50%) of the regular elementary and secondary teacher complement as of September 30<sup>th</sup> of the current school year or 200, whichever is greater.

The parties shall meet annually to review data regarding daily call-out and Occasional Teacher utilization for the school year prior to June 30<sup>th</sup>. The Board will then determine its hiring needs for the following school year, in consultation with the bargaining unit, based on the needs of the Board.

- (e) Notwithstanding 11.02 (d), the Board retains the right to hire Occasional Teachers beyond the limit noted above in specialty areas (ie FSL, NSL, technical, math, physics, etc.) where it can be demonstrated there are shortages. Before such hiring, the President will be consulted.
- (f) Where the Casual List falls below the level defined in 11.02 (d) due to attrition, the Board may hire the necessary number of Occasional Teachers to achieve the limit defined in 11.02 (d).
- (g) Occasional Teachers may be requested to substitute in a class where there is an identified special needs child as approved by the Director or designate responsible for Occasional Teachers. Occasional Teachers may be called outside the order of numerical rotation. Where so assigned these Occasional Teachers will be skipped in the next subsequent rotation.

11.03 Long-Term Occasional Teacher Call-Out – City of Sault Ste. Marie

- (a) The Long-Term Call-Out List shall be numbered in increasing order based on the number of days assigned as a Long-Term Occasional Teacher during the school year ending June 30, 2005 and on June 30 of each year thereafter.
- (b) Names of new Occasional Teachers will be added to the bottom of the Long-Term Call-Out List.
- (c) The Board shall fill Long-Term Occasional Teacher assignments in numerical order from the Long-Term Call-Out List.
- (d) An Occasional Teacher assigned as a Long-Term Occasional Teacher shall be moved to the bottom of the Long-Term Call-Out List upon completion of the assignment.

- (e) Notwithstanding 11.03(d) above, an Occasional Teacher, whose long-term assignment is less than thirty (30) full consecutive days, shall after the assignment remain in his/her original position on the Long-Term Call-Out List.
- (f) When the Board is required to pass over an occasional teacher based on reasons determined by the Board, the Board official who administers the list shall go back each time to the top of the respective Long-Term Call-Out List for the next available Long-Term assignment. The Board official shall notify such Occasional Teacher for the reason(s) they are being passed over.

An Occasional Teacher shall become ineligible for Long-Term assignments in the event of two consecutive "development needed" ratings on a Long-Term Teacher Performance as outlined in Article 23. At such time, the Board shall set out reasonable criteria by which the Occasional Teacher shall become eligible for Long-Term assignment(s). Upon meeting these criteria, the Occasional Teacher shall be reinstated to eligibility for Long-Term assignments in accordance with this article.

- (g) Occasional Teachers who refuse a long-term assignment within their specification, notwithstanding extenuating circumstances accepted by the Board, will go to the bottom of the Long-Term Call-Out List.
- (h) An Occasional Teacher who is on a half-day Long-Term assignment shall remain active on the Casual Master List for the other half-day.
- (i) When an Occasional Teacher completes a Long-Term assignment, he/she shall inform the allocator so his/her name can become active on the Casual Master List in the same numerical order.

11.04 When an Occasional Teacher permanently withdraws or is removed from one or more of the lists, the Occasional Teachers below this Occasional Teacher will automatically move up the list(s).

11.05 The following provisions apply to Occasional Teachers teaching outside of the city of Sault Ste. Marie:

- (i) Each school will establish a Call out List for their own school and the school principal/allocator will call out Occasional Teachers as needed. An Occasional Teacher may be on a list for more than one school at a time.
- (ii) Work shall first be assigned to Occasional Teachers on the Occasional Teacher Lists and to other persons only after all attempted offers of the assignment to qualified Occasional Teachers have failed.

- 11.06 To be eligible for placement on the Occasional Teachers' List(s) the Occasional Teacher shall hold a Certificate of Qualification, Letter of Standing or Letter of Eligibility from the Ministry of Education and be in "good standing" with the Ontario College of Teachers.
- 11.07 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification and all specified documentation as required by the Board.
- 11.08 Occasional Teachers already on the Occasional Teachers' Lists shall, prior to their placement on the Occasional Teachers' Lists for the following year, inform the Director or designate responsible for Occasional Teachers between May 1<sup>st</sup> and June 30<sup>th</sup> of each year in writing of:
- (a) availability for call out (casual and long term),
  - (b) conditions to be considered for assignment (casual and long term),
  - (c) change of address and/or telephone number.
- 11.09 All casual and long term occasional assignments in a given year shall be distributed to as many Occasional Teachers as possible providing the Occasional Teachers have the proper qualifications.
- 11.10 (a) An Occasional Teacher who refuses three or more assignments within twenty (20) school days and does not provide a reason acceptable to the Board for each of the three refusals shall be deemed to have resigned from the List and will be so notified.
- (b) The Occasional Teaching Assignment Allocator shall specify the school and at the elementary level the grade and at the secondary level the subject(s) and grade(s) with regard to the assignment before the Occasional Teacher responds.
- Every effort will be made to communicate clearly the full scope of the assignment to the Occasional Teacher to allow for an informed refusal.
- (c) Notwithstanding the above, an emergency may arise whereby a principal may vary the assignment as deemed necessary.
- 11.11 An Occasional Teacher who cannot be contacted or who does not respond to calls and/or messages left on an answering machine for an assignment during a period of twenty (20) days, shall be deemed to have resigned from the List and will be so notified.
- 11.12 The written record of the Occasional Teaching Assignment Allocator or School Principal shall be conclusive evidence as to whether an Occasional Teacher was

called out for an assignment and whether or not the Occasional Teacher accepted or rejected the assignment. When the Occasional Teacher disputes the evidence of the allocator or school principal the teachers shall be entitled to provide in writing to the Superintendent his/her comments.

11.13 Occasional Teachers shall notify the Board in writing of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

11.14 Any redundant statutory teachers from the local O.E.C.T.A unit who apply by June 30<sup>th</sup> will be added to the bottom of both Casual Master and Long Term Lists.

11.15 (a) The Occasional Teacher should not be responsible for supervision duties prior to the beginning of their assignment on the first day of the assignment. The principal may switch the assignment in order to give the Occasional Teacher an opportunity to prepare.

(b) A scheduled interval between classes for lunch break for Occasional Teachers shall not be less than 40 consecutive minutes.

(c) An Occasional Teacher assigned 1/2 day class shall not be required to do any supervision at lunch time.

(e) Under normal circumstances, an Occasional Teacher shall only be assigned to the regularly scheduled on-call and/or supervision duties of the Teacher being replaced.

## ARTICLE 12: JOB POSTINGS

City of Sault Ste. Marie:

12.01 An Occasional Teacher desiring a full-time or part-time teaching position shall submit a letter of interest to the Human Resources Department by January 31 each year in which the Occasional Teacher wishes to be considered for such employment. The letter of interest shall indicate which community or communities where the Occasional Teacher is willing to teach.

12.02 Subject to the Board's exclusive right with respect to hiring and recruitment, the Board is committed to hiring current Occasional Teachers into permanent teaching positions. Occasional Teachers shall be given first consideration for permanent teaching positions prior to external candidates. In an effort to facilitate this hiring, the Board will maintain a list of qualified Occasional Teacher applicants giving consideration, wherever possible, to the following criteria:

- Successful performance appraisal(s) following long-term assignment(s);
- qualifications and specialties;
- date of hire as an Occasional Teacher;

- other criteria directly related to the teaching assignment as determined by the Board.

12.03 Should interviews be held, those unsuccessful applicants shall receive notification in writing and may request a debriefing with the appropriate supervisory officer.

District

12.04 Due to the unique needs of our District schools, every effort will be made to hire full-time or part-time teaching positions from our Occasional Teachers on those district lists.

### ARTICLE 13: METHOD OF PAYMENT

13.01 (i) A Casual and a Long-Term Occasional Teacher, employed by the Board, shall be paid on a daily rate for the number of days worked.

(ii) A Casual Occasional Teacher shall be paid a daily rate of:

1/194 of OECTA Grid, Category A1, Step 0

13.02 (i) A Long-Term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board's Teachers. Category placement on the grid will be determined in accordance with Q.E.C.O. Program 5. The grid shall be in accordance with the Long-Term Occasional Teacher's recognized teaching experience and category placement. Payment of the Teachers' salary grid shall be retroactive to the first day of the Long-Term Occasional assignment.

(ii) "Recognized Teaching Experience" for the purpose of 13.02(i) above shall mean previous qualified teaching experience recognized by the Board.

(iii) It shall be the responsibility of the Long-Term Occasional Teacher to provide the Board with his/her Qualification Rating Statement and the necessary supporting documents prior to the completion of their long-term assignment.

(iv) An Occasional Teacher on a Long-Term assignment shall be paid one (1) day at the daily Casual Occasional Teacher rate for observation and preparation prior to the commencement of his/her assignment. In the event that this day of preparation cannot be taken prior to the assignment, the observation and preparation day shall be taken at the end of the Long-Term assignment.

13.03 All Occasional Teachers shall be paid bi-weekly.

- 13.04 (a) When all or some of the schools are closed for any reason deemed necessary by the Director or designate, and this announcement is made during the regular teaching hours, Occasional Teachers on a Long-Term assignment shall not be required to remain at school after all the students have been dismissed and have left the school property.
- (b) When all or some of the schools are closed for any reason deemed necessary by the Director, and this announcement is made prior to the beginning of classes, Occasional Teachers on a Long-Term assignment shall not be affected and no sick leave benefits shall be deducted, except for those Occasional Teachers on a Long-Term assignment who were absent both on the day prior to the closing of the schools, and on the day immediately following the resumption of regular classes.

#### ARTICLE 14: QUALIFICATIONS FOR LONG-TERM OCCASIONAL TEACHERS

- 14.01 (a) The successful completion of each Catechetical Summer Course sponsored by the O.E.C.T.A. and the O.C.S.T.A. shall be considered as one point for advancement from one category to another.
- (b) The successful completion of one or more Religious Education Courses taken at Algoma College during the summer or fall of 1973 shall be considered as one point for advancement from one category to another (one point equals one course).

#### ARTICLE 15: EXPERIENCE

- 15.01 (a) When Occasional Teachers are hired they shall be credited only with qualified experience (including casual and/or long-term occasional teaching experience) whether they taught in Ontario or elsewhere.
- (b) Occasional teaching experience with this Board shall be recognized as teaching experience. One hundred and seventy (170) work days shall constitute one year of experience effective September 1, 1992 with no retroactivity prior to this date. Eighty-five (85) work days shall constitute one-half (1/2) year of experience.
- (c) It shall be the responsibility of the Occasional Teachers to furnish to the Board signed statements from previous employers of all teaching experience outside the Board.
- (d) Experience shall be credited as of September 1<sup>st</sup> annually. No change in salary for experience shall be paid before the following September 1<sup>st</sup>.

- 15.02 Occasional Teachers who have been teaching with the Huron - Superior Catholic District School Board prior to receiving a basic Ontario Ministry of Education & Training teaching certificate, upon receiving such certification, shall be recognized for half of their teaching experience which was acquired on a Letter of Permission.
- 15.03 The salary paid to a Long Term Occasional Teacher shall be based on courses passed and qualifications thereby obtained.
- (i) Where the courses required for improved qualifications are completed after January 1<sup>st</sup> and before September 1<sup>st</sup> and evidence of such improved qualifications is presented to the Board office by the following December 31<sup>st</sup>, the increased salary shall become effective September 1<sup>st</sup>. Payments made for such teaching certificates received after September 1<sup>st</sup> shall be paid retroactive to that date.
  - (ii) Where the courses required for improved qualifications are completed after August 31<sup>st</sup> and before December 31<sup>st</sup>, the increased salary rate shall become effective January 1<sup>st</sup> once evidence of such improved qualifications is presented. Evidence must be presented before April 30<sup>th</sup>.
  - (iii) It is the responsibility of the Occasional Teacher to notify the Board in writing with documented evidence to obtain category change. This should be done immediately upon receipt of such evidence.

#### ARTICLE 16: REPORTING PAY

- 16.01 If an Occasional Teacher reports for an assignment and the assignment is not available, the Occasional Teacher shall be guaranteed pay for one-half day and shall be assigned duties by the principal of the school
- (i) for such half-day at the elementary level, and,
  - (ii) either two consecutive periods at the secondary level when on a four period timetable, or, three consecutive periods(am) or two consecutive periods (pm) when on a five period timetable.

A casual Occasional Teacher who reports on a call-out error shall be offered the next available casual occasional teaching assignment for which the Occasional Teacher is qualified.

- 16.02 A long-term Occasional Teacher assigned to a part-time schedule shall have their salary pro-rated to the percentage applicable according to the schedule of the teacher being replaced. Such pro-ration shall include preparation time and additional duties pro-rated to the assignment. No long-term Occasional Teacher



shall be paid a lower percentage of salary than a regular teacher teaching for the same period of time.

#### ARTICLE 17: PROFESSIONAL DEVELOPMENT DAYS

- 17.01 A Long-Term Occasional Teacher shall receive payment for a Professional Development Day provided such day is held when the Long-Term Occasional Teacher would be otherwise scheduled to teach and provided the Long-Term Occasional Teacher takes part in the Professional Development activities. For Long-Term Occasional Teacher assignments that are scheduled for the duration of the school year, Professional Development Day(s) scheduled immediately before and after the Long-Term Occasional assignment shall be deemed to be a part of the assignment. For Long-Term Occasional Teacher assignments that are extended for the duration of the school year, the Professional Development Day(s) scheduled at the end of the school year shall be deemed to be a part of the assignment.
- 17.02 The Board shall invite all casual Occasional Teachers to participate in all Professional Development Days without pay. Upon request, principals shall provide Occasional Teachers with the Professional Development schedule.
- 17.03 The Board and the Association shall jointly provide Occasional Teachers with an annual in-service training day. An officer of the Association will work with the Director or designate responsible for Occasional Teachers in the planning of the days activities. The in-service training day will be held on a regular Professional Activity Day. An Occasional Teacher's attendance at the in-service training shall be voluntary without pay except under the provisions of 17.05.
- 17.04 A Casual Occasional Teacher who is on an assignment the teaching day before and the teaching day after a Professional Development Day shall be paid for said Professional Development Day provided the Occasional Teacher is requested to take part in the Professional Development Day activities.
- 17.05 Effective September 1, 2008 each Occasional Teacher shall be eligible to attend and be paid for a minimum of one-half (1/2) Professional Development Day per school year, subject to attendance. Such payment shall be based on the Casual daily rate in effect, but shall not be paid to an Occasional Teacher currently in a Long-Term assignment subject to the provisions of 17.01. The Board shall post a list of available Professional Development activities and locations to take place on Board-designated P.D. days. The annual in-service training day shall be one of the possible activities offered, in accordance with 17.03.

The topics, content and format of these workshops shall be developed via the Board's Professional Development Committee.

The parties shall meet annually prior to August 31<sup>st</sup>, in order to review the current year's expenditure of the funding through the PDT/"Pupil Foundation Grant". Any unused professional development funds will be carried forward to the subsequent school year, allowing Occasional Teachers to attend additional workshops in that school year.

#### ARTICLE 18: TRAVEL ALLOWANCE

18.01 The existing Board travel allowance shall be paid to an Occasional Teacher replacing an itinerant teacher.

18.02 The Board shall make the travel allowance form available to Occasional Teachers at each school and at the Board office.

#### ARTICLE 19: BOARD/ASSOCIATION MEETINGS

19.01 The two (2) Negotiation Committees shall meet periodically, but not more often than quarterly, except by mutual consent, to discuss matters of concern regarding the collective agreement. The Association and the Board shall provide a proposed agenda with any request for such a meeting.

#### ARTICLE 20: DURATION OF AGREEMENT

20.01 Save as otherwise set out, this Agreement shall become effective on the day of signing and shall remain in effect until the 31<sup>st</sup> day of August, 2012 and from year to year thereafter. Either party hereto may give written notice to the other party 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.

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

#### ARTICLE 21: DISTRIBUTION OF AGREEMENT

21.01 The Board shall print and distribute copies of this agreement to all the Occasional Teachers in its employ and the cost shall be shared equally by both parties.

#### ARTICLE 22: STRIKES AND LOCKOUTS

22.01 The Association agrees that there shall be no strike, slow down, work stoppage, either complete or partial, or other interruption or interference with operations during the term of this agreement. The Association agrees that, if any such action takes place, it shall repudiate it forthwith and require the Occasional Teacher(s) to return to work. The Board agrees that there shall be no lock-out by it during the term of the agreement.

ARTICLE 23: LONG TERM OCCASIONAL TEACHER PERFORMANCE APPRAISAL

23.01 Long Term Occasional Teacher Performance Appraisal shall be in accordance with the document Long-Term Occasional Teacher Performance Appraisal: Huron-Superior Catholic District School Board.

23.02 The process for the Long Term Occasional Teacher Performance Appraisal shall be:

- (a) A teacher must be on a Long Term Occasional assignment that is at least three months in duration. The teacher must have commenced the assignment at least two months prior to a mandatory appraisal. An occasional teacher in an assignment of less than three (3) months may request an appraisal. Notwithstanding this clause, a principal may conduct performance appraisals of a Long-Term Occasional Teacher if the principal considers it advisable to do so in light of circumstances relating to the teacher's performance.
- (b) The appraisal must occur at least ten (10) days prior to the end of the assignment, when the completion of the assignment is known. The appraisal will be in an area of qualification, where possible.
- (c) The teacher shall be appraised only on the eight (8) competencies. Voluntary activities (including extra-curricular activities) shall not be included within the scope of the appraisal.
- (d) A second appraisal may occur at the request of the teacher, or in the event of a rating of "development needed" at the principal's discretion. In the case where a teacher receives a rating of "development needed" the Board shall notify the President of the bargaining unit.

IN WITNESS WHEREOF the Board and the Association have caused this Agreement to be signed in their respective names by their duly authorized representatives as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Sault Ste. Marie, Ontario.

Signed on behalf of the Board:

Signed on behalf of the Association:

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**The Huron-Superior Catholic District School Board**

**- and -**

**The Sault Ste. Marie Local of the Ontario English Catholic Teachers' Association**

**-**

**Occasional Teachers**

Re: New Teacher Induction Program

In the event that the Ministry of Education extends all elements of the New Teacher Induction Program (NTIP) to Long Term Occasional Teachers, the parties agree to establish a joint committee comprised of at least three (3) members of the Board and three (3) members of the Association to develop a memorandum of agreement on the implementation of the NTIP.