

2002-2004

AGREEMENT

BETWEEN

BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called "the Board")

AND

BRUCE-GREY O.E.C.T.A. OCCASIONAL TEACHERS

BRANCH AFFILIATE

(Hereinafter called "the Affiliate")

INDEX

	<u>Article No.</u>	<u>Page No.</u>
Access to Records	11	9
Allowance for Experience	15	11
Association Dues	5	2
Association Representation	6	3
Association Security	4	2
Benefits	16	11
Definitions	1	1
Distribution of Agreement	20	12
Duration of Agreement	19	12
Grievance Procedure	10	5
Just Cause - Discipline and Dismissal	21	12
Labour/Management Committee	9	5
Leaves of Absence	7	3
Method of Payment	14	10
Occasional Teacher List	12	9
Posting of Pre-Scheduled Term Occasional Positions and Other Positions	13	10
Professional Development Days	17	11
Recognition	2	1
Rights	8	4
Scope	3	2
Travel Allowance	18	11
Lunch Break	22	13

ARTICLE 1 - DEFINITIONS

- 1:01 (a) "Teacher" shall mean a "Teacher" as defined at Part X.1 of the *Education Act, The Education Quality Improvement Act* and Regulations, as amended from time to time.
- (b) "Occasional Teacher" shall mean an Occasional Teacher as defined at section 1.1 of the *Education Act, The Education Quality Improvement Act* and Regulations, as amended from time to time.
- (c) "Casual Occasional Teacher" shall mean any Occasional Teacher employed by the Board to teach on a day to day basis.
- (d) "Long-Term Occasional Teacher" shall mean an Occasional Teacher who has worked for a period of twenty (20) or more consecutive teaching days as a replacement for a Teacher excluding Board recognized holidays or days performing Association duties and functions.
- 1:02 (a) Each Long-Term Occasional Teacher shall have a dated "Long-Term Occasional Contract of Employment" specifying the assignment, its approximate duration and salary. A true copy of such contract shall be rendered to the Occasional Teacher. Failure by the Board to render such contract does not remove the Occasional Teacher's rights under 1.01 (d).
- (b) In the event that the Long-Term Occasional Contract of Employment is to be terminated by either party prior to the original termination date, the party intending to terminate the contract shall give the other five (5) teaching days notice. In the case of the Board terminating the contract of employment it may give the Occasional teacher five (5) days pay in lieu of notice.
- (c) In determining whether an Occasional Teacher is a Long Term Occasional Teacher the Board shall not regard professional development days, leave for Association business or statutory holidays or early school closing days as breaking the consecutiveness of the teaching days involved, but a statutory holiday shall not be regarded as a teaching day.
- 1:03 Occasional Teacher Lists means a list of all Occasional Teachers who have been approved by the Board after going through the entire selection process and would not include an individual brought in to teach under the emergency provisions of the Education Act and Regulations.
- 1:04 Whenever the singular or feminine gender is used in this agreement, it shall be considered as if the plural or masculine has been used where the context of the agreement so requires, and the converse shall apply equally.

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 Article 1.01 (a) above shall be covered by this Agreement. However, a person who is employed by the Board as a Teacher in respect of part-time employment, and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect of such occasional teaching employment.

3:02 The Board shall assign a previously known vacancy, which is bargaining unit work, to teachers on the Occasional Teacher list, when they are available, prior to accessing emergency personnel to fill the vacancy. Previously known vacancies are vacancies known by the Principal a minimum of 24 hours in advance of the commencement of the absence of the teacher.

ARTICLE 4 - ASSOCIATION SECURITY

sional Teachers shall become members of the Association, from the first working day for the Board.

4:02 The Board will provide an updated Occasional Teacher List by October 31 and will send updates to the Association as names are added to the list.

4:03 The Board will provide the Association with the names of all persons employed on a Letter of Permission at the time their employment is approved by the Board.

4:04 The Board shall provide, on a monthly basis, a report on the use of emergency supply personnel under regulation 298 Section 20.

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. The Association shall provide in writing reasonable notice to the Board of any change in the fee deductions.

5:02 Dues will be forwarded to the Provincial Office in a timely manner.

5:03 The Association will indemnify and hold the Board harmless with respect to the collection of dues under article 5.

ARTICLE 6 - ASSOCIATION REPRESENTATION

6:01 The Association may appoint or otherwise select a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board.

6:02 The members of the bargaining committee who are on Long Term Occasional contracts shall suffer no loss of pay for any portion of their regularly scheduled work time with the Board in attending negotiations' meetings. The association will reimburse the Board for the cost of the replacement casual occasional teacher.

re a prospective Long-Term Occasional Teacher is required to attend negotiations' meetings during the twenty (20) day period required to qualify for a Long Term Occasional position, the day(s) spent at negotiations shall be considered as teaching day(s) for the purpose of accumulating the above-mentioned twenty (20) teaching days.

n the Bruce-Grey Occasional president or designate is requested by the Board to attend a meeting or function during a school day on which he/she is employed as an Occasional Teacher, the Board shall pay resident or designate the appropriate rate of pay for that day.

LEAVES OF ABSENCE

Pay

; term Occasional Teachers are entitled to two days sick leave with pay for every 20 days of teaching.

; term Occasional Teachers will be paid for days absent because of quarantine, jury duty or subpoena as a witness in any proceeding to which he/she is not a party or is not one of the persons charged.

7:02 Without Pay

Association Business

An Occasional Teacher who is elected to the position of President of the Association shall, if the duties of the office are such that the President is required to be unavailable for assignment, be retained on the Board's Occasional Teacher List for a maximum of one year in an inactive status-

7:03 The Local of the Association may, if it so chooses, designate one Occasional Teacher to assist in Association business. If such Occasional Teacher thereby becomes unavailable for assignment, such Occasional Teacher shall be retained on the Board's Occasional Teacher List for a maximum of one year in an inactive status

7:04 Funeral Leave

In the event of a death in the immediate family, a teacher shall be allowed up to three (3) consecutive working days leave of absence without pay for the purpose of attending the funeral. In determining whether to grant a Long Term Occasional contract these days shall not be regarded as breaking the consecutiveness of the days involved but shall not be considered as teaching day(s) for the purpose of accumulating the above-mentioned twenty (20) teaching days.

Immediate Family includes spouse, children, mother, father, brother, sister, mother-in-law, father-in-law.

7:05 Other

An Occasional Teacher, who because of illness, pregnancy, paternity, adoption of a child, or Board approved leave becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of the leave.

7:06 Any Occasional Teacher becoming unavailable for assignment shall inform the Human Resources Department of the date of commencement of and return from the period of unavailability if known.

ARTICLE 8 - RIGHTS

8:01 Management Rights

The Board has the right and obligation to manage the affairs of the system, including the right to:

- i) hire, transfer, promote, demote, discipline, dismiss or assign duties to or lay off teachers subject to the provisions of this agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.
- ii) to operate and manage the school system in accordance with its obligations and to make, from time to time, reasonable rules and regulations to govern teachers. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- iii) every provision of this collective agreement shall be construed in such a way as to give full effect to the denominational rights of Roman Catholics or their separate schools or school trustees under section 93 of the Constitution Act.
- iv) nothing in this collective agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics or their separate schools or school trustees under section 93 of the Constitution Act

8:02 Occasional Teachers' Rights

The Occasional teachers have all the rights and privileges granted by this agreement and by applicable Federal and Provincial Acts and Regulations.

ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE

9:01 The Association and the Board shall establish a Labour/Management Committee composed of an equal number of representatives of the Association and the Board. The representatives of the Association and of the Board shall each nominate one of their number as co-chairperson. The co-chairperson shall determine by mutual agreement time and place of the meeting and its agenda. The chair shall alternate between the co-chairpersons.

9:02 The function of the Committee is to establish a handbook.

9:03 The handbook of the Committee shall be distributed throughout the schools.

ARTICLE 10 - GRIEVANCE PROCEDURE

10:01 General Application

- a) A grievance is defined as any dispute between the parties which relates to the interpretation, application, administration or alleged contravention of this agreement.
- b) The time limits specified in this article are mandatory and failure to meet such time limits will result in abandonment of the grievance by the grievor or automatic referral to the next step of the procedure if violated by the defending party. Should both parties be in default, the grievance shall be deemed to have been abandoned. The date of registration of a registered letter, the date on a courier receipt or the date of hand delivery shall be deemed to be that date of any session or decision.
- c) The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular dispute or grievance.
- d) A grievance brought by the Board or the Occasional Local as an entity shall be filed at the Grievance Committee Stage and proceed as prescribed thereafter.
- e) A grievance, to be acceptable under this agreement must be timely, must be in writing, make reference to the article(s) violated and be signed by the grievor(s). It must contain a precise statement of the facts relied upon and must contain a statement of the remedy sought.

10:02 Dispute Resolution Process

Step I

Within ten(10) school days of the incident giving rise to the dispute or within ten (10) school days of reasonably becoming aware of the incident, a member(s) of the OECTA Occasional Local shall identify the nature of the dispute to the principal or his/her school or to her appropriate Board official.

Step 2

The Principal or supervisor shall respond verbally or in writing, as appropriate, to the member(s), their proposed resolution of the dispute within five (5) school days of having been presented the dispute in Step I above.

Step 3

In the event that the member(s) is not satisfied with the proposed resolution at Step 2, they may, within ten (10) school days, submit a written statement as outlined in 10:01 (e).

10:03 Grievance Stage

a) Within five (5) school days of the receipt of the grievance, the Human Resources Administrator or designate shall arrange a meeting(s) with the OECTA Occasional President or designate to seek a mutual resolution to the dispute.

b) The Human Resources Administrator or designate will give a written response to the dispute allegations to the member(s) and the OECTA Occasional Local President within five (5) school days of the meeting(s) held to resolve the dispute at this stage.

10:04 Grievance Committee Stage

In the event that the resolution proposed at the Grievance Stage is not acceptable to the OECTA Local member(s) the OECTA Occasional Local member will submit the grievance with the appropriate documentation outlining the reasons to the Director of Education within ten (10) school days of receipt of the response at the Grievance Stage.

The Director of Education and the OECTA Occasional Local President will arrange a meeting(s) of the Joint Grievance Committee at a mutually agreeable time not to exceed five (5) school days after the receipt of the Grievance in 10:04 (a) above. The parties will meet to discuss and examine the alleged violation of the collective agreement, examine documentation, present their rationale and seek a mutually acceptable solution.

c) The Joint Grievance Committee will be composed of:

i) 3 members to represent the Board including the Director of Education or designate;

ii) 3 members to represent the Occasional Local, one of whom must be a member of the Occasional Local Executive;

iii) The joint Grievance Committee will hold its meetings in private session. The grievor or Union will present their case including the recourse they are seeking and then the Board representative will present their case. After any further discussion during this stage, the parties shall review the matters in dispute independently and will notify the other party of their decision to abandon, settle, or pursue the grievance within 5 school days of the final meeting of the committee.

d) Following release of a decision by the Joint Grievance Committee, the parties will decide independently their decision to settle, abandon or pursue the grievance and will notify the other party of such decision within five (5) school days of the final meeting of the Joint Grievance Committee. Failure to provide written notification will be deemed acceptance of the solution as final and binding.

10:05 Grievance Mediation Stage

- a) In the event that either party rejects the proposed solution of the Joint Grievance Committee, the Director of Education and the OECTA Occasional Local President may on behalf of both parties, jointly request assistance from a mutually agreeable mediation service.
- b) The costs of Grievance Mediation Services will be borne equally by the parties with the costs of representatives of each party to the mediation process borne entirely by that party.

10:06 Grievance Arbitration Stage

In the event that the dispute remains unresolved following the Grievance Mediation Stage or following the release of the written notification of the joint grievance committee either party may, within ten (10) school days of the completion of the mediation or after the release of the written notification of the joint grievance committee, whichever last occurs, request submission of the grievance to arbitration.

10:07 Arbitration Provision

- a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged contravention of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, within fourteen days after the grievance procedure established by this agreement has been exhausted, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The parties have five (5) days to select a single arbitrator following receipt of notice.
- b) Where a single arbitrator has not been named under (a) the party initiating the grievance will send a notice containing the name of its appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair.
- c) If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- d) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority decision of the chair governs.
- e) The time limits provided under this collective agreement for the taking of steps in the grievance or arbitration procedure shall be subject to subsection 48(16) of the Labour Relations Act.
- f) The time limits provided under this collective agreement for the taking to steps in the grievance or arbitration procedure may be extended on a case-by-case basis by written consent of the parties.

10:08 Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Labour Relations Act, 1995.

ARTICLE 11 - ACCESS TO RECORDS

11:01 On application to the Human Resources Department an Occasional Teacher shall be entitled to peruse and receive a copy of any report which pertains to the Occasional Teacher. If the individual is of the opinion that the record contains an error, he/she may request a correction of the personal information. If the request for a correction is refused the employee has a right to attach a statement of disagreement to the record.

11:02 Any reports of disciplinary nature shall be removed from the file after a three (3) year period, provided further disciplinary action has not been taken against that teacher during the three (3) year period.

ARTICLE 12 - OCCASIONAL TEACHER LIST

12:01 The Board shall establish an Occasional Teachers' List. This list shall mean the total of any sub-lists kept by the Board's Human Resources Department.

12:02 To be eligible for inclusion on the Occasional Teachers' List, an Occasional Teacher must satisfy the requirements of the Ontario College of Teachers, the Education Act, and the regulations

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 In order for an Occasional Teacher to be accepted for placement on the Occasional Teachers' List, the Occasional Teacher shall:

- a) select a geographic area or geographic areas
- b) elect to be placed on a "Specialty List" provided the Occasional Teacher holds the appropriate qualifications and/or
- c) select one or more of the following divisions: primary junior intermediate-elementary intermediate-secondary and senior
- d) specify days and time of availability
- e) specify subject preferences

12:05 An Occasional Teacher who accepts a previously known assignment as defined in Article 3.03 but is not required for that assignment shall be notified by 7:00 a.m. on the first day of the assignment. Should the Occasional Teacher not be notified prior to 7:00 a.m., they will be reassigned for that day to an alternative assignment and will be paid for the day providing that they accept and complete the alternative assignment.

ARTICLE 13 - POSTING OF PRE-SCHEDULED TERM OCCASIONAL POSITIONS AND OTHER POSITIONS

13:01 a) When a teacher employed by the Board is pre-scheduled to be absent from teaching duty for a period of a least two (2) school month, but less than a school year and the Board decides

to replace the teacher with a Long-Term Occasional Teacher, the Board shall post the position on school bulletin boards.

(b) For such positions, Occasional Teachers who have been on the Occasional Teacher List for a period of one year or more shall receive consideration for such position. However, the Board may fill the position at its discretion from external candidates.

13:02 Postings which occur during July and August shall be mailed to the OECTA Occasional President.

13:03 An Occasional Teacher desiring a Long-Term Occasional and/or a full or part-time teaching position shall submit applications to the Human Resources Department annually.

13:04 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Human Resources Administrator or designate and the President of the Association.

13:05 If or when the Board intends to hire a probationary teacher, it shall post the position on its website and on the bulletin board in each school prior to any external advertising. The Board shall give consideration to Occasional Teachers on the Occasional Teacher List who by January 31 have notified the Board of their interest in a probationary teaching position.

13:06 Within 2 weeks of a Board meeting, the Long-term Occasional Teacher will be sent written confirmation of the agreed assignment including its duration and applicable compensation as per their most recent QECO evaluation and Article 14.01c.

13:07 In the event that a Long-term Occasional assignment reoccurs for the same teacher within the same year, upon the Principal's recommendation, the Board shall assign the same Occasional Teacher, where feasible to that position.

ARTICLE 14 - METHOD OF PAYMENT

14:01 a) The daily salary rate for an Occasional Teacher shall be:

\$156.00 effective September 1, 2002

\$160.00 effective September 1, 2003

b) The daily salary rate shall include vacation and statutory pay.

c) 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 the current Q.E.C.O. program in effect for the Board's teachers. The grid rates shall include holiday pay and vacation pay. Placement on the salary grid shall be in accordance with the Long-Term Occasional Teacher's recognized teaching experience and category placement. Payment of the Teacher's salary grid shall be retroactive to the first day of the long-term occasional assignment. The Long-Term Occasional Teacher shall be paid as set out herein until the expiry of the long-term assignment.

14:02 Occasional Teachers shall be paid bi-weekly. Pay statements are to be mailed immediately upon issue unless electronic transfer is requested.

14:03 The Board shall deposit Occasional Teacher's salary in accounts of financial institutions at the individual teacher's choice provided that the financial institution is a participating member in

the electronic funds transfer system.

14:04 When an Occasional Teacher is assigned to replace a part-time teacher or a part of a full time teacher's assignment, including their previously assigned supervision for that portion of the day, the Occasional Teacher shall be paid on a pro rata basis.

ARTICLE 15 - ALLOWANCE FOR EXPERIENCE

15:01 For Long Term Occasional, experience shall mean the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teachers' College or Faculty of Education while teaching on an occasional basis or on a continuous basis under contract with a school board constituted under the Education Act or an educational institution acceptable to the Board and shall be recognized in full to the nearest month as of September 1st of each year.

ARTICLE 16 - BENEFITS

A Long Term Occasional Teacher employed by the Board on a continuous basis shall be eligible on the sixtieth day, at his/her option, to participate in the benefit plans, with the exception of Long Term Disability Plan, subject to the same terms and conditions as applicable to the Board's elementary teachers. The Board shall contribute to the premium costs of those plans on the same percentage does with its elementary teachers.

PROFESSIONAL DEVELOPMENTS DAYS

Board shall pay a Long Term Occasional Teachers, scheduled to work, for each Professional Development Day subject to attendance.

TRAVEL ALLOWANCE

Existing Board travel allowance shall be paid to an Occasional Teacher. This shall only apply when replacing in itinerant teacher.

DURATION OF AGREEMENT

as otherwise set out, this Agreement shall become effective on September 1, 2002 and shall remain in effect until August 31, 2004 and shall automatically continue in effect in one year intervals unless either party notifies the other in writing within 150 days before the expiry of the agreement of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within 30 days of notification.

DISTRIBUTION OF AGREEMENT

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

JUST CAUSE - DISCIPLINE AND DISMISSAL

No Occasional Teacher with more than seventy-five (75) assigned days shall be disciplined or dismissed without just cause. The Association understands that the Board may apply a lesser standard of Just Cause for probationary teachers.

Each Occasional Teacher shall be assigned only the regularly scheduled teaching duties, lunch period and workload of the teacher being replaced.

LUNCH BREAK / WORKLOAD

Occasional Teacher shall receive the same lunch break as the regular teacher being replaced.

TERM OF AGREEMENT

The Members of the Negotiating Committees for the Bruce-Grey Catholic District School Board and the Ontario English Catholic Teachers' Association – Bruce Grey Occasional Local and the Ontario English Catholic Teachers' Association – Provincial agree as follows:

Teacher proposals not specifically accepted and referred to herein as accepted are withdrawn;

Board proposals not specifically accepted and referred to herein as part of this proposal are deemed to be withdrawn;

ALL OF WHICH IS RESPECTFULLY AGREED TO
THIS 22ND DAY OF OCTOBER, 2002

For the Board

For the Board

For OECTA

For OECTA

For OECTA