

AGREEMENT

BETWEEN

**THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD
(HEREINAFTER CALLED "THE BOARD")**

-AND-

**THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
WELLINGTON OCCASIONAL LOCAL
(HEREINAFTER CALLED "THE UNION")**

SEPTEMBER 1, 2001 TO AUGUST 31, 2002

1.2754(01)

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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.
- (e) It is understood and agreed that in situations where the Board cannot obtain an occasional teacher who is a member in good standing with the Ontario College of Teachers or an occasional teacher who is employed to teach under a letter of permission as a temporary teacher, the Board may appoint an unqualified person pursuant to section 21 of Regulation 298 made under the Education Act. Notwithstanding the above, when the Board appoints an unqualified person pursuant to Section 21 of Regulation 298, such appointment shall terminate at the earlier of, the end of the assignment or ten (10) days.
- 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 to grant a Long-Term Occasional Contract of Employment, the Board shall not regard Professional Development, Activity days or illness which are not worked or Board recognized holidays as breaking the consecutiveness of the days involved. The Board may require a teacher to submit a certificate from a qualified medical or dental practitioner to justify an absence due to illness.

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.

ARTICLE 4 - ASSOCIATION SECURITY

- 4.01 All Occasional Teachers employed with the Board shall become members of the Association. The Board shall supply the local Association with an up-to-date list of the Occasional Teachers and their addresses and telephone numbers bi-monthly.
- 4.02 There shall be no discrimination, interference, restraint or coercion exercised or practised with respect to any teacher because of participation in lawful activities of the Association. There will be no discrimination by a teacher against the Board.
- 4.03 The Association agrees that it will not cause, direct or consent to any strike on the part of its members during the operation of the collective agreement, The Board agrees that there will be no lock-outs during the operation of the collective agreement. The term "strike" and "lock-out" shall bear the meaning given them in the Ontario Labour Relations Act.

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.
- 5.02 Dues deductions made as in Article 5.01 shall be forwarded to the Provincial Office of the Association. Such deductions shall be accompanied by a listing indicating the Occasional Teacher's name, social insurance number, the amount of the dues deducted and the year-to-date total.
- 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.
- 6.03 Where 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.

ARTICLE 7 - LEAVES OF ABSENCE

With Pay

7.01 Daily pay for a Long Term Occasional Teacher who is absent because of 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 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 with 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.

- i) Immediate family includes spouse, children, mother, father, brother, sister, mother-in-law, father-in-law.

Without Pay

Association Business

7.03 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 (1) year in an inactive status.

7.04 The Local of the Association may, if it so chooses, designate one (1) 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 (1) year in an inactive status.

Other

7.05 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.

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 1

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 his/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 1 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 Manager of Human Resources or designate shall arrange a meeting(s) with the OECTA Occasional President or designate to seek a mutual resolution to the dispute.
- (b) The Manager of Human Resources 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

- (a) 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.
- (b) 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. While a grievor(s) is not a member, the committee may call the grievor(s) to provide information as appropriate. The Committee will announce its decision within five (5) days after completion of private session(s).
- (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 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, which ever 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 (14) 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
- (a) An Occasional Teacher may be removed from the Occasional Teacher list after the third consecutive refusal or cancellation of an assignment as outlined in Article 12.04.
 - (b) The Human Resources Department will send a Renewal Form to Occasional Teachers who were on the Occasional Teacher List during the previous school year and who taught for the Board in the previous year. This form must be completed and returned to the Human Resources Department by August 1st of each year if he/she wishes their status to remain active.
 - (c) New applicants for the Occasional Teacher List for the upcoming school year, who meet the requirements of clauses 12.02, 12.03 and 12.04 must submit their application by August 15th to be placed on the Occasional Teacher List for that school year. The Board may consider applications received after the above date for inclusion on the Occasional Teacher List.

12.06 Call Out Procedures:

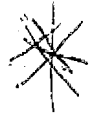
- (a) The Board shall ensure that casual daily assignments are distributed fairly. The Association shall receive on a term basis information pertaining to the distribution of the assignments.
- (b) Placements shall be first assigned between ,approximately 7:00 p.m. to 9:00 p.m. Remaining placements shall be assigned between approximately 6:30 a.m. to 7:30 a.m.

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 at least sixty (60) teaching days 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 the phone message system.
- 13.01 (b) For such positions, Occasional Teachers who have been on the Occasional Teacher List for a period of one year or more shall receive first 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 posted to the phone message system.
- 13.03 An Occasional Teacher desiring a Long-Term Occasional and/or a full or part-time teaching position shall submit applications to the Personnel Department annually and shall respond to advertised job postings.
- 13.04 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Manager of Human Resources or designate and the President of the Association.
- 13.05 On days when transportation to schools is cancelled because of inclement weather, a casual occasional teacher will not report for a pre-scheduled assignment to schools that are bus dependent. A list of bus dependent schools will be provided to occasional teachers.

ARTICLE 14 -METHOD OF PAYMENT

- 14.01 (a) The daily salary rate for a Casual Occasional Teacher shall be:
\$150.00 - effective September 1, 2001
- (b) The daily salary rate shall include vacation and statutory pay.
- (c) A Long-Term Occasional Teacher shall be paid at a daily rate 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 Teachers' 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. The Long-Term Occasional Teacher shall be paid as set out herein until the expiry of the long-term assignment.



- 14.02 Salary payments are to be paid bi-weekly by means of "direct deposit" upon receipt of weekly timesheets. Each Occasional Teacher shall make the necessary arrangements with the board and his or her financial institution to facilitate the above deposit. The Occasional Teacher shall be provided with an itemized statement of their wages and deductions for each pay.
- 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.

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

- 16.01 A Long Term Occasional Teacher employed by the Board on a continuous basis shall be eligible on the sixtieth (60th) day, at his/her option, to participate in the benefit plans, with the exception of the Long Term Disability Plan and the Pay Direct Prescription Drug Card, subject to the same terms and conditions as applicable to the Board's teachers. The Board shall contribute to the premium costs of those plans on the same percentage as it does with its teachers.

ARTICLE 17 - PROFESSIONAL DEVELOPMENTS DAYS

- 17.01 The Board shall pay a Long Term Occasional Teacher scheduled to work, for each Professional Development Day subject to attendance.

ARTICLE 18 - TRAVEL ALLOWANCE

- 18.01 The existing Board travel allowance shall be paid to an Occasional Teacher. This shall only apply when replacing an itinerant teacher.

ARTICLE 19 - DURATION OF AGREEMENT

- 19.01 Save as otherwise set out, this Agreement shall become effective on September 1, 2001 and shall remain in effect until August 31, 2002 and shall automatically continue in effect unless either party notifies the other\$ writing within' the month of January in the year in which the agreement expires of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within thirty (30) days of notification.

ARTICLE 20 - DISTRIBUTION OF AGREEMENT

- 20.01 The Board shall print and distribute copies of this agreement to all the Occasional Teachers in its

employ.

ARTICLE 21 - JUST CAUSE-DISCIPLINE AND DISMISSAL

- 21.01 Termination or discipline of an Occasional Teacher who has worked for the Board for less than seventy five (75) days will entail a lesser standard of just cause than that of an Occasional Teacher who has worked for the Board for seventy five (75) days or more.

ARTICLE 22 -WORKING CONDITIONS

- 22.01 An Occasional Teacher shall be assigned regularly scheduled supervision duties and workload of the teacher(s) who is being replaced. An Occasional Teacher may be assigned to small group remediation or enrichment activities in lieu of planning for the first two days of the assignment.
- 22.02 An Occasional Teacher shall not be responsible for supervisory duties prior to the beginning of morning classes on the first day of the assignment.
- 22.03 An Occasional Teacher assigned 1/2 day shall not be required to perform any supervision duties at lunchtime.

For the Board

For O.E.C.T.A.

DATED AT _____ ON _____ 2001