

Collective Agreement

Between

The Ontario English Catholic Teachers
Association

Occasional Teacher Member Local

and

Thunder Bay Catholic District School Board

Begins:
09/01/2004

Terminates:
08/31/2008

12770 (03)

Source:
Employees:
Received by:
Date: 09/19/2006

Collective Agreement

BETWEEN:

**Thunder Bay Catholic District School Board
and
Ontario English Catholic Teachers' Association Occasional Teachers Member Local
September 1, 2004 to August 31, 2008**

TABLE OF CONTENTS

Article 1	Definitions	1
Article 2	Recognition	1
Article 3	Management Rights	1
Article 4	Association Security	2
Article 5	Association Dues	2
Article 6	Association Representation	3
Article 7	Leave of Absence	3
Article 8	Bulletin Board	4
Article 9	Correspondence.....	5
Article 10	Grievance Procedure	5
Article 11	Just Cause - Discipline and Dismissal	7
Article 12	Access to Records	7
Article 13	Occasional Teacher List	7
Article 14	Employee Assistance Program	8
Article 15	Rates of Pay for Casual Occasional Teachers	9
Article 16	Rates of Pay for Long-Term Occasional Teachers	9
Article 17	Experience	10
Article 18	Reporting Pay	10
Article 19	Professional Activity Days	10
Article 20	Travel Allowance	11
Article 21	Duration of Agreement - Notice of Renewal	11
Article 22	Distribution of Agreement	11
Article 23	No Strikes, No Lockouts	11
Article 24	Labour Management Committee	11
Article 25	Conditions of Work.....	12
Article 26	Administration of Oral Medication.....	12
Article 27	Long Term Occasional Positions.....	12
	Letter of Intent-Record of Occasional Teacher Assignments.....	13
	Letter of Intent- Coded Memorandum HR-02	13

ARTICLE 1 - DEFINITIONS

- 1.01 (a) "Teacher" shall mean any employee of the Board who is
- i) a teacher as defined by section 1(1) of the Education Act; and
 - ii) who is employed as a permanent or probationary teachers as defined by Section 1(1) of the Education Act, in the elementary or secondary panel of the Board and excluding occasional teachers as defined by section 1(1.1) of the Education Act;
- and
- iii) who is a teacher as defined by Part X.1 of the Education Act
- (b) "Occasional Teacher" shall mean any employee of the Board who is
- i) an occasional teacher as defined by section 1(1.1) of the Education Act; and
 - ii) who is a teacher as defined by Part X.1 of the Education Act
- (c) An "Occasional Teacher" who actually works for a period of fourteen (14) or less consecutive teaching days as a replacement for a Teacher in the school year shall be considered as a "Casual Occasional Teacher".
- (d) An "Occasional Teacher" who actually works for a period of more than fourteen (14) consecutive teaching days as a replacement for the same Teacher in the school year shall be considered as a "Long-Term Occasional Teacher" during such replacement
- 1.02 (a) In the event that a Long-Term Occasional Teacher's Assignment is to be terminated prior to the original termination date, the Long-Term Occasional Teacher shall be given two (2) teaching days notice.
- (b) In the event that the Long-Term Occasional Teacher wishes to terminate his/her employment prior to the original termination date, the Long-Term Occasional Teacher shall give the Board two (2) teaching days notice. Failure to give notice will result in the employee forfeiting two days pay.
- (c) For the purposes of 1.01 (d), the Board shall not regard Professional Activity days, approved days for negotiations, statutory holidays or illness as breaking the consecutiveness of the teaching days involved, but neither a Professional Activity Day, approved days for negotiations, a statutory holiday nor illness shall be regarded as a teaching day.
- 1.03 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board and on the roster of the Board as per Part X.1 of the Education Act and who are employed in the City of Thunder Bay.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this Agreement

- 3.02 Without limiting the generality of the foregoing, the Boards rights shall include:
- (a) The right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
 - (b) The right to determine, alter and eliminate services, programs and courses offered;
 - (c) The right to discipline and to discharge Occasional Teachers;
 - (d) The right to determine the number of Occasional Teachers to be employed, the number of students to be allocated to a program, class size, and the subject to be taught
 - (e) The right to designate or establish departments, organizational units or areas of study;
 - (9) The right to select individuals to positions of responsibility, and to determine job functions;
 - (g) The right generally to manage, maintain and operate ~~its~~ school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 3.03 The provisions contained herein shall not be construed as prejudicially to affect the rights and privileges with respect to the employment of Teachers, including Occasional Teachers, enjoyed by the Roman Catholic and Protestant Separate School Boards under the Constitution A d 1867 (formally named the British North America A d. 1867).

ARTICLE 4 - ASSOCIATION SECURITY

- 4.01 The Board shall supply the Occasional Teacher Member Local by September 30th and January 31st of each year with an up-to-date list of the Occasional Teachers and their known addresses and telephone numbers as provided by the Occasional Teacher.
- 4.02 There shall ~~be~~ no discrimination by the Board or the Association or any Occasional Teacher against any Occasional Teacher because of participation or non-participation in lawful ~~activities~~ of the Association.
- 4.03 The Board shall notify the President of the Local of all Long-Term Occasional contracts filled by Occasional Teachers.

ARTICLE 5 - ASSOCIATION DUES

- 5.01 The Board agrees to deduct ~~from~~ the wages of each Occasional Teacher in the bargaining unit the amount equal to the regular monthly Association dues pursuant to Section 47 of the Ontario Labour Relations A d 1995.
- 5.02 **Subject** to 5.01, the amount of dues shall be those uniformly required to be paid by a member and authorized by the Association in accordance with ~~the~~ provisions of its by-laws and constitution, and the Treasurer of the Association shall notify the Board of any changes therein and such notice shall **be** the **Board's** conclusive authority to make the deduction specified.
- 5.03 Dues deductions made as in 5.01 shall be forwarded to the Provincial General Secretary of the Association on a monthly basis and no later than the 20th day of the month following the period for which the dues were deducted. Such deductions shall be accompanied by a list indicating the Occasional Teacher's name, Social Insurance Number, and ~~the~~ amount of the dues deducted.
- 5.04 Effective the ~~first~~ pay period in September and in each pay period thereafter, there shall be an Occasional Teacher Member Local levy per pay period for all members who worked during that

pay period. Said levy will be deducted by the Board from the wages of each Occasional Teacher in the Local unit and forwarded to the designated bargaining unit monthly as of the 15th of the month following the deduction. The Association will advise the Board in writing, no later than June 30th each year, of the amount to be deducted per pay period and the bargaining unit to which the funds are to be directed.

- 5.05 The Association will notify the Board in writing, no later than June 30th each year, if a Local levy is to be applied to Long-Term Occasional placements of two (2) months or more or, to an assignment that extends to two (2) months or more. Such notification shall include the amount to be deducted per pay period.

Said levy will be deducted by the Board from the wages of each affected Long-Term Occasional Teacher in the Local and forwarded to the designated Bargaining Unit as of the 15th of the month following the deduction.

- 5.06 The Association agrees to indemnify and save the Board harmless against all claims, or demands or other forms of liability against the Board by any person that may arise out of, or by reason of, deductions made in accordance with this Article.

ARTICLE 6 - ASSOCIATION REPRESENTATION

- 6.01 The Board recognizes the Negotiating Committee of the Ontario English Catholic Teachers' Association Occasional Teacher Member Local, as the official body to represent the Occasional Teachers of the Board and to negotiate on their behalf. The Negotiating Committee shall be composed of not more than three (3) Occasional Teachers. The Association acknowledges that the members of the Negotiating Committee must continue to perform their regular duties and that all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually agreed.
- 6.02 Where an Occasional Teacher is required to attend negotiation meetings during the period required to qualify for a Long-Term Occasional position, the day(s) spent at negotiations shall be unpaid but considered as teaching day(s) for the purpose of accumulating teaching day(s).

ARTICLE 7 - LEAVE OF ABSENCE

WITH PAY

- 7.01 The Board shall provide the following leaves of absence with pay for Long-Term Occasional Teachers.
- (a) Two (2) days paid sick leave per month commencing at the beginning of the Long-Term Occasional assignment. At the end of the Long-Term Occasional assignment a maximum of four (4) sick leave days may be carried forward to other Long-Term Occasional assignments within the school year. At the end of the school year any outstanding sick leave credits shall be cancelled. The Manager of Human Resources may require a medical certificate to substantiate any sick leave absence and the employee shall immediately comply with any such request.
- (b) Five (5) days bereavement leave due to a death in the Occasional Teacher's immediate family. Such leave shall not extend beyond the termination date of the Long-Term Occasional assignment. Immediate family is defined as father, mother, husband, wife, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather and grandchildren.

- 7.01 (c) One (1) day bereavement leave for attendance at the funeral of an uncle, aunt, brother-in-law, sister-in-law, nephew, niece, or first cousin.
- (d) A Long-Term Occasional Teacher who is absent from assignment because of jury duty or subpoena as a witness in any proceeding to which the person is neither the plaintiff nor the defendant will be excused for the duration of either the jury duty or the Long-Term Occasional assignment whichever comes first provided that the Long-Term Occasional Teacher
- (i) informs his or her immediate supervisor as soon as possible upon notification that the Long-Term Occasional Teacher will be required to attend court;
 - (ii) presents proof of service requiring the Long-Term Occasional Teacher's attendance;
 - (iii) promptly pays to the Board the amount received for services as a juror or witness exclusive of traveling allowances and any living expenses.
- (e) A Long-Term Occasional Teacher shall be granted a leave of absence without loss of salary as follows, provided prior approval has been received from the Director of Education:
- (i) for the writing of an examination, leading to the advancement of the employee's teaching qualifications or,
 - (ii) for the purpose of attending the Long-Term Occasional Teacher's graduation.
- An absence under this clause shall be for a period not exceeding one (1) day in any one school year.

WITHOUT PAY

- 7.02 An Occasional Teacher shall be retained on the Board's Occasional Teacher List in an inactive status during the following periods as herein provided:
- (i) pregnancy leave - in accordance with the *Employment Standards Act of Ontario*
 - (ii) parental leave - in accordance with the *Employment Standards Act of Ontario*
 - (iii) illness - 10 months
 - (iv) academic upgrading - 10 months
 - (v) personal reasons - 10 months
- 7.03 The Manager of Human Resources shall be notified as soon as the condition or circumstance becomes known to the Occasional Teacher which would necessitate leave under 7.02 and a 'Request for Leave' form will be submitted to the Manager of Human Resources.
- 7.04 An Occasional Teacher shall be available for assignment following the period of leave outlined in 7.02 or shall be deemed to have resigned.
- 7.05 Any Occasional Teacher becoming unavailable for assignment pursuant to 7.02 shall inform the Human Resources Department in writing of the date of commencement of and return from the period of unavailability in accordance with related legislation.

ARTICLE 8 - BULLETIN BOARD

- 8.01 The Association may post notices of interest to its membership on the bulletin boards located in the staff rooms at the Board's schools, where the notices are reasonable and consistent with other parties' use of such bulletin boards. The bulletin boards are not to be used for individual advertisements of the membership.

ARTICLE 9 -CORRESPONDENCE

9:01 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 and the President of the Association.~~

ARTICLE 10 - GRIEVANCE PROCEDURE

10:01 (a) A grievance means a complaint by an Occasional Teacher, or by the Board, or by the Association, Thunder Bay Local that there has been an alleged violation, misinterpretation or misapplication of any provision of this Collective Agreement.

- (b) (i) An Individual Grievance is a grievance lodged by an individual Occasional Teacher
- (ii) A Group Grievance applies where more than one Occasional Teacher has a grievance arising from the same set of circumstances. Such grievances may be combined and submitted collectively as a group grievance.
- (iii) A Policy Grievance is a grievance submitted by the Board or by the Association which is neither an individual nor a group grievance. Policy grievances may be initially submitted at Step 2 of Grievance Procedure (10:05).

10:02 Time limits specified in this article are mandatory but may be amended by mutual agreement of the parties in writing. Subsection 48(16) of the Ontario Labour Relations Act does not apply.

10:03 The term 'days' when used in this article shall refer to 'school days'.

10:04 STEP ONE

- (a) Any Occasional Teacher having a grievance arising out of this Agreement shall, within fifteen (15) days following the incident giving rise to the grievance, with or without the assistance of the Association, forward a written statement of the grievance to the Manager of Human Resources with a copy to the President of the Local. Such statement shall contain a summary of the nature of the grievance, the provision of the Collective Agreement allegedly violated and the remedy sought. Grievances shall be signed and dated by the grievor at the various steps of the grievance procedure.
- (b) During the fifteen (15) day period stipulated in ~~10:04(a)~~ the Occasional Teacher may make an effort to informally resolve the matter with the appropriate agent of the Board.
- (c) The Manager of Human Resources shall, within ten (10) days following receipt of the written grievance as per ~~10:04(a)~~ reply in writing to the grievance.

10:05 STEP TWO

- (a) If the grievance is unresolved at Step One or upon the failure of the Manager of Human Resources to reply within the time specified in ~~10:04(c)~~ the grievance may be submitted, within the following ten (10) days, to the Director of Education.
- (b) The Director of Education shall reply within ten (10) days following receipt of the grievance.
- (c) In the ~~case~~ of a Policy Grievance submitted by the Association at Step Two, such grievance shall be submitted in writing to the Director of Education within twenty (20) days of the incident giving rise to the grievance. The Director of Education shall reply within ten (10) days following receipt of the grievance at Step Two.
- (d) In the case of a Policy Grievance submitted by the Board at Step Two, such grievance shall be submitted in ~~writing to the President of the Association~~ within twenty (20) days of the incident giving rise to the grievance. The Association shall reply in writing within ten (10) ~~days~~ following receipt of the grievance at Step Two.

- (e) The grievance of an Occasional Teacher who has been dismissed shall be submitted directly to Step Two of the Grievance Procedure within fifteen (15) days of the discharge. The grievance shall contain a summary of the nature of the grievance, the provision of the Collective Agreement allegedly violated and the remedy sought. Grievances shall be signed and dated by the grievor.

10:06 Failure of the Board in the case of a grievance initiated by an Occasional Teacher or the Association or failure by the Association in the case of a grievance initiated by the Board, to meet the time limits for the processing of the grievance under this Agreement shall permit the aggrieved party to take the grievance to the next succeeding step. Any grievance not processed by the aggrieved party in accordance with the above steps shall be considered to be abandoned.

10:07 ARBITRATION

- (a) (i) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is **arbitral** or where an allegation is made that this Agreement has been violated, either party to this Agreement may, within ten (10) days from failing to reach a satisfactory settlement under the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the first party's appointee to the Arbitration Board. In the case of an individual or group grievance the notice shall be signed by both the Occasional Teacher involved and the Association President

- (a)(ii) The party receiving the notice shall appoint its nominee within ten (10) days.

- (b) (i) In making their appointments to the Arbitration Board both parties shall be guided by the following:

That ~~no~~ **one** person be appointed a member of an Arbitration Board who has any direct pecuniary interest in the matter coming before it, or who has, within a period of ~~six~~ (6) months immediately preceding the date of their appointment, acted ~~as~~ a mediator, solicitor, counsellor or negotiator of either of the parties with respect to the grievance but no person shall be deemed to have direct pecuniary interest by reason of their being a rate payer within the area of *jurisdiction* of the Board.

- (c) The ~~two~~ appointees so selected shall, within fifteen (15) days of the appointment of the second of them or some mutually agreed upon time appoint a third person who shall be the Chairperson.
- (d) If the recipient of the notice fails to appoint an appointee within the time designated, the appointment shall be made by the Minister of Labour, or if the ~~two~~ appointees fail to agree upon a Chairperson within the time designated, the Chairperson shall be appointed by the Minister of Labour.
- (e) The Arbitration Board shall hear and determine the grievance and shall issue a decision. The decision is final and binding upon the parties and upon any Occasional Teacher affected by it. A decision of the majority shall be the decision of the Arbitration Board. If there is no majority the decision of the Chairperson governs.
- (f) The Board and the Association shall ~~each~~ be responsible for the fees and expenses of its own appointee. The parties will share equally the fees and expenses of the Chairperson.
- (g) No matter shall be submitted to **arbitration** that has not been carried through all the steps of the grievance procedures.
- (h) The **Arbitration** Board shall have the authority to settle disputes only under the terms of a grievance as outlined in this Article and will interpret and apply this Agreement only to the facts of the particular grievance involved. The **Arbitration** Board shall have no power to alter, add to, subtract from, modify or amend this Agreement nor to give any decision inconsistent with **it**

- 10:08** Notwithstanding 10:07, the parties may mutually agree in writing to submit the grievance to a single arbitrator. The parties shall have ten (10) working days to agree to a single arbitrator. If the parties fail to agree within the time designated, the matter shall proceed by way of a Board of Arbitration. A reference to Board of Arbitration in this collective agreement shall refer to a bipartite panel or sole arbitrator, as appropriate.
- 10:09** Unless mutually agreed otherwise by both parties, the place of hearing shall be in the City of Thunder Bay

ARTICLE 11 - JUST CAUSE - DISCIPLINE AND DISMISSAL

- 11:01** No Occasional Teacher who has actually worked sixty (60) teaching days or more shall be disciplined or discharged without just cause. Denominational cause is just cause and the decision of the Board to discharge for denominational cause shall be at the sole discretion of the Board. Whether a matter is denominational cause is subject to grievance and arbitral review.
- 11:02** The discipline or discharge of an Occasional Teacher with less than sixty (60) teaching days may have a lesser standard of just cause applied.

ARTICLE 12 - ACCESS TO RECORDS

- 12:01** Upon notice of two (2) working days, in writing, to the Manager of Human Resources, an Occasional Teacher shall have access to his or her personnel file. The file shall be reviewed in the presence of a human resources representative. The employee shall be entitled to receive a copy of any document therein. The employee may respond to a report in the personnel file in writing within five (5) working days from review of the file and such reply shall be placed in the Occasional Teacher's personnel file.
- 12:02** A complaint pertaining to an Occasional Teacher received from a student, parent or Board employee which will result in the complaint or memorandum being placed in the Occasional Teacher's personnel file, shall be reviewed with the Occasional Teacher by the appropriate Board Administrator. The Occasional Teacher may reply in writing and such reply shall be appended to the complaint.
- 12:03** A Teacher will receive a copy of any discipline placed on his or her file. The Teacher may reply in writing and such reply shall be placed in the file.

ARTICLE 13 - OCCASIONAL TEACHER LIST

- 13:01** The Board shall maintain a list of Occasional Teachers.
- 13:02** Occasional Teachers shall notify the Human Resource Department, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teacher assignments.
- 13:03** Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of Ontario College of Teachers certification and all other documentation as required by the Board.
- 13:04** The Occasional Teacher must advise the Manager of Human Resources of their availability for occasional assignments by way of providing, to the Manager of Human Resources, a completed Occasional Teacher Data Sheet
- No later than July 31st of each year for the next school year; or
 - At the end of the approved leave of absence as per clause 7:02, where an occasional teacher notifies the Board of his/her return from a period of unavailability.

The Occasional Teacher will be responsible for obtaining the Occasional Teacher Data Sheet which will be made available at the Education Centre and on the Board's website

It is understood that the greater the number of conditions specified by Occasional Teacher the fewer the number of Casual and Long-Ten placements will be offered to such Occasional Teachers.

An Occasional Teacher who fails to advise the Manager of Human Resources of such availability in writing as indicated above, who is not on approved leave of absence, will be removed from the Occasional (Supply) Teachers List.

If the Occasional Teacher has not provided a completed Occasional Teacher Data Sheet to Human Resources by September 30th, the Occasional Teacher shall be deemed to have resigned.

- 13:05** When an Occasional Teacher completes an Additional Qualification course, the Occasional Teacher shall provide Human Resources with proof of successful completion. Upon receipt of such document, the Additional Qualification(s) information on the Occasional (Supply) Teachers List shall be updated.
- 13:06** An Occasional Teacher who refuses three (3) or more assignments within a period of twenty (20) consecutive school days and who does not provide reasonable grounds for refusing such assignments or who cannot be contacted for assignment during a period of twenty (20) consecutive school days shall be deemed to have resigned from the Occasional Teachers List.
- 13:07** The Board will endeavour to distribute all casual occasional assignments in a given year equitably to as many Occasional Teachers as possible, providing the Occasional Teachers have the required qualifications and, in the opinion of the Board, the instructional needs of the pupils can be met
- 13:08** All Long-Ten Occasional assignments in a given year shall be distributed to as many Occasional Teachers as possible providing the Occasional Teachers have the qualifications and, in the opinion of the Board, the instructional needs of the pupils can be met.
- 13:09** The Occasional Teacher answering service 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.

ARTICLE 14 - EMPLOYEE ASSISTANCE PROGRAM

- 14:01** All Occasional Teachers on the Occasional Teacher List shall have access to the Employee Assistance Program.

ARTICLE 15 - RATES OF PAY FOR CASUAL OCCASIONAL TEACHERS

15:01 The Board shall pay to the Casual Occasional Teacher in respect to each day worked as an Occasional Teacher the following rates of pay:

Effective Midnight August 31, 2004	\$171.05 vacation pay included
Effective September 1, 2004:	\$174.50 vacation pay included
Effective September 1, 2005:	\$178.00 vacation pay included
Effective September 1, 2006	\$182.44 vacation pay included
Effective September 1, 2007:	\$187.92 vacation pay included
Effective midnight August 31, 2008:	\$197.17 vacation pay included

Payment for casuals includes payment for vacation pay and any paid holidays.

15:02 Occasional Teachers shall be paid by Direct Deposit on a bi-weekly basis.

15:03 (a) The Board shall deposit Occasional Teachers salary cheques in accounts of financial institutions at the individual Occasional Teacher's choice provided that the financial institution is a participating member in the electronic funds transfer system.

(b) The Board is not to be held responsible for delays in electronic funds transfer due to arrangements among various financial institutions that could cause such delays. It will be the employee's responsibility to ~~select~~ the financial institution that offers them the best service in the electronic funds transfer.

ARTICLE 16 - RATES OF PAY FOR LONG-TERM OCCASIONAL TEACHERS

16:01 A Long-Term Occasional Teacher as defined in Article 1 shall be paid in accordance with the current salary grid in the applicable Agreement between the Board and the Association. Placement on the grid shall be in accordance with his or her recognized teaching experience and qualifications effective following the fourteenth (14) consecutive day of teaching as a replacement for the same Teacher pursuant to article 1.01(d) retroactive to the first day the Long-Term Occasional assignment began and continuing subject to article 1.02 until the expiry of said agreement with the Occasional Teacher. It is understood that payment on the salary grid in respect to Long-term Occasional assignments includes payment for vacation pay and any paid holidays. It is understood that casuals' payment includes vacation pay and holidays.

16:02 (a) The placement of ~~each~~ Long-Term Occasional Teacher shall be in accordance with the Statements of Evaluation issued by the Qualifications Evaluation Council of Ontario (Q.E.C.O.) based on Programme 5.

(b) The original Statement shall be accompanied by the original Q.E.C.O. covering letter which describes the details of the rating. The original Statement and letter will be returned to the Long-Term Occasional Teacher.

ARTICLE 17 - EXPERIENCE

- 17:01 "Recognized Teaching Experience" for the purpose of 16:01 shall mean previous accumulated school teaching experience recognized and approved by the Board. School teaching experience recognized and approved by the Board includes:
1. casual occasional teaching experience with the Board
 2. long term occasional teaching experience with school boards in Ontario.
 3. experience in Ontario as a Part X.1 teacher under the Education Act
- 17:02 Salary adjustments for experience pursuant to 17:01 above shall be made as of assignment to a Long-Term Occasional position.
- 17:03 Occasional teaching experience gained with this Board since September 1, 1987 shall be recognized as teaching experience. One hundred and seventy-five (175) work days shall constitute one year of experience. Where there is a discrepancy in records, the onus shall be on the Occasional Teacher to document such experience in a form acceptable to the Board.

ARTICLE 18 - REPORTING PAY

- 18:01 An Occasional Teacher who reports for a half-day assignment and who is not required shall report to the Principal and the Principal shall assign professional duties for one-half (1/2) day and shall be paid for one-half (1/2) day provided the Occasional Teacher accepts the assignment given by the Principal for that half day.
- 18:02 An Occasional Teacher who reports for a full-day assignment and who is not required shall report to the Principal and the Principal shall assign professional duties for the day and shall be paid for one (1) day, provided the Occasional Teacher accepts the assignment given.
- 18:03 An Occasional Teacher who reports for a full-day assignment to replace a Teacher who is attending a track meet or other event that is cancelled due to extenuating circumstances (such as weather) shall report to the Principal and the Principal shall assign professional duties for one-half (1/2) day and the Teacher shall be paid for one-half (1/2) day, provided the Occasional Teacher accepts the assignment given.
- 18:04 In the event the track meet or other event is rescheduled and a resulting casual occasional teaching assignment is required, the Board shall first offer the resulting casual occasional teaching assignment to the Occasional Teacher who had been scheduled on the day the track meet or other event was cancelled.
- 18:05 The record of the occasional teaching assignments maintained by the Board shall be proof as to whether an Occasional Teacher was called out in error.

ARTICLE 19 - PROFESSIONAL ACTIVITY DAYS

- 19:01 A Long-Term Occasional Teacher shall receive payment for a Professional Activity 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 activity.
- 19:02 The Board shall invite all casual Occasional Teachers to participate in all Professional Activity days without pay. Upon request, Principals shall provide Occasional Teachers with the Professional Development schedule.

ARTICLE 20 - TRAVEL ALLOWANCE

- 20:01 The existing Board travel allowance shall be paid to an Occasional Teacher when replacing a regular day school/itinerant Teacher who receives the Boards travel allowance.

ARTICLE 21 DURATION OF AGREEMENT - NOTICE OF RENEWAL

- 21:01 This Agreement shall have effect from September, 1 2004 and continue in force until August 31, 2008 and from year to year thereafter, unless there is a greater period as required by statute in which case the Agreement shall continue in force for such greater period and for such greater period thereafter, unless notice is given by either party in writing to renew the Collective Agreement with modifications by March 31. The parties shall meet within fifteen (15) days of such notice being received or as soon thereafter as is mutually agreed by the parties.
- 21:02 For the purpose of sending proper notices herein the following shall be the addresses of the respective parties.

President, Ontario English Catholic Teachers Association
Occasional Teacher Member Local

Secretary of the Board
Thunder Bay Catholic District School Board
115 West Mary Street, 2nd Floor
Thunder Bay, ON P7E 4K5

ARTICLE 22 - DISTRIBUTION OF AGREEMENT

- 22:01 The Agreement shall be printed and the printing cost shall be covered by the Board.
- 22:02 The Board agrees to provide all new employees with a copy of the Agreement. The Association agrees to provide all present employees with copies of the Agreement.

ARTICLE 23 - NO STRIKES, NO LOCKOUTS

- 23:01 There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lockout and Strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time. 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.

ARTICLE 24 - LABOUR-MANAGEMENT COMMITTEE

- 24:01 The parties agree to establish a labour-management committee with an equal number of representatives from management and from employees in the bargaining unit. The Committee shall meet when mutually agreed. There shall be an agenda prepared one (1) week in advance of the meeting. The parties agree not to discuss matters which may be the subject of a grievance or which may be related to the amendment or renewal of the collective agreement.

ARTICLE 25 – CONDITIONS OF WORK

25:01

- (a) Each Occasional Teacher shall be assigned only the regularly scheduled teaching duties and workload of the Teacher(s) being replaced.
- (b) Notwithstanding 25:01 (a), school administrators shall endeavor to refrain from assigning Casual Occasional Teachers supervision duties prior to the beginning of morning classes on the first day of a short term occasional teacher's assignment.

ARTICLE 26 – ADMINISTRATION OF ORAL MEDICATION

26:01

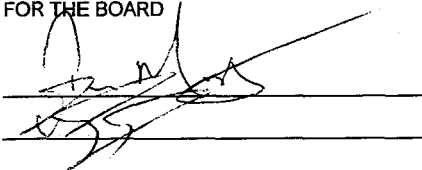
- (a) In order to enable all children with medical problems to enjoy as normal an education experience as possible, the Board will provide assistance with respect to the administration of prescribed oral medication as per Board Policy.
- (b) No medications shall be stored, distributed or administered outside the confines of the said policy by Teachers.
- (c) Other than in an emergency the Board recognizes the rights of teachers to choose not to administer any medical procedure for pupils.
- (d) All medications administered by the Teachers must be properly recorded on the student's medication log.

ARTICLE 27 – LONG TERM OCCASIONAL POSITIONS

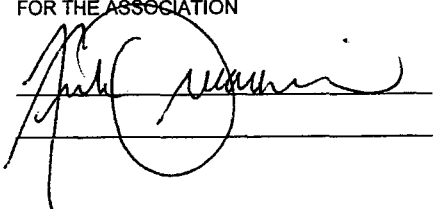
27:01 For a Long Term Occasional assignment of at least 3 months, the Board shall post the position on the Board's website if the Board has received notice of such assignment thirty (30) calendar days prior to the beginning of such assignment. The notice will remain on the Board website for a period of seven (7) calendar days. Prior to external hiring the Board shall consider qualified Occasional Teacher applicants from the Board's Occasional Teachers List A copy of the notice will be provided to the President of the Local.

DATED AT Thunder Bay, Ontario, this 12 day of July, 2006

FOR THE BOARD



FOR THE ASSOCIATION



LETTER OF INTENT

BETWEEN:

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

And

O.E.C.T.A. OCCASIONAL THUNDER BAY UNIT

The Board shall provide the Local Union President a record of occasional teacher assignments. This record shall be provided prior to the end of November, March and June in each school year.

DATED AT Thunder Bay, Ontario, this 12 day of July, 2006

FOR THE BOARD

FOR THE ASSOCIATION

LETTER OF INTENT

BETWEEN:

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

And

O.E.C.T.A. OCCASIONAL THUNDER BAY UNIT

In regard to the Association's proposals for Article 13 – Occasional Teacher List, the Superintendent of Education for Human Resources will address the concerns of the Thunder Bay Occasional Teachers Local of O.E.C.T.A., Principals and the answering service, through a Board Coded Memorandum:

- a) to follow current directives for obtaining short term occasional teachers as outlined in the Board's Coded Memorandum HR-02 titled "Procedures for Obtaining Occasional (Supply) Teachers."

DATED AT Thunder Bay, Ontario, this 12 day of July 2006

FOR THE BOARD

FOR THE ASSOCIATION