

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ALGONQUIN AND LAKESHORE CATHOLIC  
DISTRICT SCHOOL BOARD**

**(HEREINAFTER CALLED THE “BOARD”)**

**AND**

**OCCASIONAL TEACHERS LOCAL OECTA  
(hereinafter called the Association)**

**September 1, 2008 to August 31, 2012**

**12773 (04)**

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## **Preamble**

The Algonquin and Lakeshore Catholic District School Board and the Algonquin Lakeshore Bargaining Unit of OECTA are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

## **Article 1 - Definitions**

- 1.01 (a) “Teacher” shall mean any employee of the Board who falls within the term Teacher as defined in current legislation. Teacher means a member of the Ontario College of Teachers.
- (b) “Occasional Teacher” shall mean a Teacher who is employed by the 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 its regular teaching staff including continuing education Teachers but,
- i) if the Teacher substitutes for a Teacher who has died during a school year, the Teacher’s employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- 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 the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- (c) “Long-Term Occasional Teacher” shall mean an Occasional Teacher who has worked for a period of thirteen (13) or more consecutive teaching days as a replacement for the same Teacher.
- (d) “Casual Occasional Teacher” shall mean any Occasional Teacher employed by the Board in a teaching capacity other than as a Long-Term Occasional Teacher.
- 1.02 “Board” means the Algonquin and Lakeshore Catholic District School Board.
- 1.03 “Association” means, the Ontario English Catholic Teachers’ Association, OECTA, which is the official bargaining agent for Occasional Teachers employed by the Board.
- 1.04 “Local Occasional Teachers Bargaining Unit” consists of members of the Association covered by this agreement.

## **Article 2 - Recognition and Scope**

- 2.01 The Board recognizes the Ontario English Catholic Teachers’ Association as the sole and exclusive bargaining agent for all Occasional Teachers employed by the Board.

- 2.02 When the Board replaces an absent Teacher(s) with an Occasional Teacher(s), only an Occasional Teacher(s) on the Occasional Teacher Supply List shall be assigned.

### **Article 3 - Management Rights**

- 3.01 Save and except as specifically and expressly modified in this Agreement, it is the exclusive function of the Board to manage all aspects of the Board's operation and without restricting the generality of the foregoing, it is the function of the Board to:
- i) maintain order, discipline and efficiency;
  - ii) hire, direct, assign, evaluate, promote, demote, determine personnel requirements, transfer, take disciplinary action including suspension or disciplinary demotion for just cause, and to discharge for just cause;
  - iii) release redundant employees, determine, alter or eliminate services, programs and courses offered, determine the number of Teachers to be employed, the number of students to be allocated to a program, class size, subjects to be taught, the designation or establishment of departments, organizational units, areas of study, the selection of individuals to positions of responsibility and job functions;
  - iv) determine educational policies, procedures and practices under the Education Act and related Statutes.
- 3.02 Nothing in this Agreement is intended to, or shall be interpreted to, diminish or restrict in any way the rights of the Board to manage, maintain and operate a Roman Catholic school district in accordance with the relevant laws of Ontario and Canada and regulations thereto and the policies of the Board.

### **Article 4 - Association Security**

- 4.01 In every pay period, the Board shall deduct from all Occasional Teachers who are in receipt of wages from the Board such dues, fees, and assessments as prescribed by the Constitution for the Association and as directed in writing by the General Secretary of the Association.
- 4.02 The Association fees deducted in accordance with clause 4.01 shall be remitted to the General Secretary of the Association on or before the 15<sup>th</sup> day of the month immediately following the month of the deduction. The payment shall be accompanied by a fees submission list showing the names, addresses, wages earned and dues and assessments deducted. Persons on Letters of Permission shall be identified.
- 4.03 The Association agrees to indemnify and save the Board harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made, payments

made, or information provided made in accordance with this Article.

- 4.04 The Board shall provide the Association with an up-to-date list of all Occasional Teachers on September 30th and January 31st of every year and upon request. The list shall contain the following information about the Occasional Teacher:
- i) Name, address, Telephone Number, SIN
  - ii) College of Teacher's registration qualification details
  - iii) QECO evaluation
  - iv) Availability preference
  - v) Geographic preference(s)
- 4.05 All Occasional Teachers shall, as a condition of employment maintain membership in the Association, and remain members in good standing. All new Occasional Teachers shall, as a condition of employment, be members of the Association and remain members of the Association in good standing. It is understood that Occasional Teachers shall become members of the Association on the first working day.
- 4.06 Pursuant to Section 51 (2) of the Ontario Labour Relations Act, OECTA shall not require the Board to discharge an Occasional Teacher.
- 4.07 The Board shall provide the Association with the list of people employed on Long Term assignments beginning September 30 of each school year and bi-monthly thereafter. The list shall include the name of the Occasional Teacher under Long Term assignment, the school of employment and the duration of each Long Term Occasional contract.
- 4.08 The Board shall provide the Association with a list identifying the names of any persons employed under Regulation 298, S.21, Emergency Provision. The list shall be provided three (3) times annually, coinciding with the end of each elementary term, and shall identify the dates and school for each and every occurrence.

#### **Article 5 - Non-Discrimination**

- 5.01 The Association and the Board agree that there will be no intimidation, discrimination, restraint, or coercion exercised or practised by either party or their representatives or members because of an Occasional Teacher's membership in the Association, because of lawful activity in the Association, or because of the filing or not filing of a grievance pursuant to the provisions of this Agreement.

#### **Article 6 - Strike or Lockout**

- 6.01 The Board agrees that there shall be no lockout of Occasional Teachers during the term of this Agreement and the Association agrees that there shall be no strike during the term of this Agreement.

## **Article 7 - Negotiating Committee**

- 7.01 (a) i) The Board agrees to recognize and deal with the Negotiating Committee appointed by the Association. It is understood and agreed that this Negotiating Committee shall include no more than four (4) Occasional Teachers on the Occasional Teacher Supply List.
- ii) The Board recognizes the right of the Occasional Teachers to receive assistance from a representative of OECTA who may participate directly in negotiations or in other activities pertaining to the negotiations and administration of this Agreement. The cost of Occasional Teachers required to cover the absence of an OECTA member as part of this provision shall be borne by the Board.
- iii) Where a prospective Long-Term Occasional Teacher attends negotiation meetings during the thirteen (13) day period required to qualify for a Long-Term Occasional Teacher position, time spent at negotiation meetings during the time when said Long-Term Occasional Teacher was scheduled to teach shall be considered as teaching days for the purpose of accumulating the required thirteen (13) teaching days.
- iv) If the Board requests, and the Association agrees, to meet during school hours, any of the four (4) members of the Association who attend negotiation meetings with the Board at times when they would otherwise be performing occasional teaching duties for the Board, shall be entitled to receive the appropriate daily rate (or portion thereof) for Occasional Teachers for each day (or portion thereof) spent attending such meetings. The Coordinator, Occasional Teachers & Temporary Staff record will provide conclusive evidence of the contract for an assignment. OECTA will reimburse the board for costs so incurred beyond twelve (12) person days in total.
- v) Where the parties agree to meet during school hours, any of the four (4) members of the Local who attend negotiation meetings with the Board at times when they would otherwise be performing occasional teaching duties for the Board, shall be entitled to receive the appropriate daily rate (or portion thereof) for Occasional Teachers for each day (or portion thereof) spent attending such meetings. The Coordinator, Occasional Teachers and temporary staff record will provide conclusive evidence of the contract for an assignment. OECTA will reimburse the board for costs so incurred beyond twelve (12) personal days in total.

## **Article 8 - Grievance Procedure**

### **8.01 Definition**

- (a) A “grievance” is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable. It is the mutual desire of the Board and Teachers that all grievances shall be adjusted as quickly as possible.
- (b) A “Party” shall be defined as:
  - (i) OECTA;
  - (ii) the Board.
- (c) For the purpose of this article, an “Occasional Teacher” shall be defined as an individual Occasional Teacher or a group of Occasional Teachers, or the Local Teachers’ Bargaining Unit.
- (d) “days” shall mean regular school days unless otherwise indicated. All references to time limits are mandatory and can only be varied by the written agreement of the Parties.

8.02 An Occasional Teacher shall have the right to have present a representative from OECTA to assist the Occasional Teacher at any stage in this grievance procedure. The Board shall have the right to have present a local representative from the Board at any stage in this grievance procedure. By mutual agreement between the parties, either Party may have the right to have an external advisor present at any stage of this grievance procedure.

### **8.03 Procedure**

- (a) Informal Stage  
Any dispute to be recognized as a grievance must be discussed by the Occasional Teacher with the Board representative who is responsible for the alleged contravention of the Collective Agreement within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the Board representative is unable to resolve the dispute, the grievor may file a formal grievance at Step One, within ten (10) days of the informal stage. An individual Occasional Teacher wishing to start a grievance must have the support and endorsement of the Unit.
- (b) Step One  
A Party may initiate a written grievance with either the Supervisory Officer responsible for Human Resources or the Local Unit President. The party receiving the grievance shall respond within ten (10) days of receipt of the written grievance or within ten (10) days of a meeting held to discuss the grievance, should the parties agree to meet. A meeting if held shall be held within ten (10) days of receipt of the written grievance.



- (c) The written grievance shall contain:
  - (i) a description of how the alleged dispute is in violation of the Collective Agreement, identify all clauses alleged to have been violated by specific number; AND
  - (ii) a statement of the facts to support the grievance; AND
  - (iii) the total settlement sought; AND
  - (iv) the signature of the duly authorized official of OECTA and the Occasional Teacher concerned.

The written grievance is not subject to change after submission.

(d) Step Two

If the grievance is not to be deemed as settled on the basis of the answer given in Step One, OECTA shall within ten (10) days of receipt of the written reply of the Supervisory Officer responsible for Human Resources, refer the matter to the Board's Grievance Committee. The Board's Grievance Committee shall meet with the OECTA Grievance Committee within ten (10) days of receipt of the written request of OECTA to discuss and endeavour to solve the problem.

- (e) The Board's Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

8.04 (a) If the grievance is not to be deemed as settled on the basis of the answer given above, OECTA shall within ten (10) days of receiving the written reply of the Board, apply for arbitration.

- (b) Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

8.05 Policy and Group Grievance

OECTA has the right to file a policy grievance or group grievance on behalf of two or more Occasional Teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the Party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One by either Party. In the case of the Board, such grievance shall be filed with the President of the Local Unit of OECTA. At Step Two, the Board's Grievance Committee shall present its grievance to the Local Unit of OECTA Grievance Committee.

8.06 Arbitration

- (a) The Party desiring arbitration shall notify the other Party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other Party either that it accepts the other Party's appointee as a single Arbitrator or inform the other Party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either Party.
- (b) The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- (c) The decision by the Arbitration Board shall be final and binding upon the parties and upon any Occasional Teacher or Board affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

8.07 All time lines in this Article may be extended by mutual agreement, in writing, of the two Parties.

8.08 Expedited Arbitration (Ontario Labour Relations Act)

- (a) Notwithstanding the procedure above, either Party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act.
- (b) A written request may be made after the Grievance procedure under the Collective Agreement has been exhausted, or after thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the other Party, whichever occurs first.
- (c) Despite 8.08 (b) above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the Grievance Procedure under the Collective Agreement has been exhausted, or after fourteen (14) days have elapsed from the time at which the grievance was first brought to the attention of the other Party, whichever occurs first.
- (d) No such request in 8.08(b) or 8.08(c) above shall be made beyond the time stipulated for referring the grievance for arbitration.

8.09 Grievance/Mediation (Ontario Labour Relations Act)

The Parties may agree by mutual written agreement at any time, to refer one or more grievances to grievance mediation/arbitration in accordance with Section 50 of the Ontario Labour Relations Act.

**Article 9 - Discharge, Discipline and Just Cause**

9.01 A claim by an Occasional Teacher, who has completed a probationary period by working either eighty-five (85) teaching days or two (2) school years with the Board, whichever is attained first, that the Occasional Teacher has been discharged or disciplined without just cause shall be a proper subject for a grievance, if a written statement of such grievance is submitted at Step No. 2 of the grievance procedure within ten (10) days after the Occasional Teacher receives written notice that he/she has been discharged or disciplined by the Board. For the purposes of this Article “days” shall mean calendar days, less Saturdays, Sundays, statutory holidays and board designated holidays.

Notwithstanding the eighty-five (85) day, two (2) year probationary period preceding, it is understood that:

- (a) a teacher with three (3) years or more of teaching experience shall have a probationary period of fifty (50) teaching days or two (2) years whichever is attained first;
  - (b) a teacher who retired from the Algonquin and Lakeshore Catholic District School Board and who works twenty (20) days as an Occasional Teacher with the Board, in the year following retirement shall be deemed to have completed the probationary period.
- 9.02 (a) The Board shall not discipline or discharge an Occasional Teacher except for just cause. It is understood that this provision is subject to the denominational rights of the Board in accordance with the Canada Act. It is further understood that Occasional Teachers who have not completed their probationary period may be disciplined or discharged by the Board through the application of a lesser standard of just cause as an Arbitration Board or a single Arbitrator may determine.
- (b) Where the matter concerned is deemed to be of a denominational nature, by the Board, the Board and the Local Bargaining Unit of the Occasional Teachers of OECTA, may, prior to discipline, demotion, discharge or suspension, attempt to resolve the matter on a personal basis through religious counselling. The assistance of the Bishop of the Diocese or his designate may be invited.
- 9.03 (a) Where an Occasional Teacher who has completed the probationary period as set out in Article 9.01 herein is disciplined or dismissed for denominational cause, such discipline or dismissal may be the subject of a grievance. Any grievance relating to discipline or dismissal for denominational cause shall be processed in

accordance with the grievance procedure established in Article 8 herein.

- (b) Where a grievance relating to discipline or dismissal for denominational cause has been processed in accordance with the grievance procedure and the Association requests that such grievance be submitted to arbitration, the procedure as contained in Article 8 shall not apply but the procedure established in paragraph (c) herein shall apply (subject to the right of OECTA to seek expedited arbitration pursuant to Section 49 OLRA).
- (c) If the Association requests that a grievance related to discipline or dismissal for denominational cause be submitted to arbitration, such request shall be made in writing to the Board and, at the same time, the Association shall nominate an Arbitrator who is of the Roman Catholic faith and notify the Board and within ten (10) days, the Board shall nominate an Arbitrator who is of the Roman Catholic faith and notify the Association. The two Arbitrators so nominated shall, within ten (10) days of the nomination of the latter of them, attempt to select by agreement a third person to be the Chairperson for the Board of Arbitration. To be eligible to serve as Chairperson of the Board of Arbitration, the person so selected must be of the Roman Catholic faith. If the Arbitrators nominated by the parties are unable to agree on a Chairperson they shall request the OLRB to appoint a Chairperson. In the event of default by the Board in appointing an Arbitrator, the OLRB shall appoint an Arbitrator to act on behalf of the Board.

## **Article 10 - Postings**

### 10.01 Teacher Positions

When the Board plans to hire a teacher to a regular contract position, consideration shall be given to qualified applicants from the Board's Occasional Teachers List, at the same time as qualified external applicants. Qualifications are defined as per the Education Act and Ministry regulations.

### 10.02 Long-Term Occasional Teachers' Positions

- (i) Each Long-Term Occasional Teacher shall receive from the Board a letter of assignment specifying the nature of the assignment, its expected duration, and salary.
- (ii) In determining whether an Occasional Teacher has worked for a period of thirteen (13) or more consecutive teaching days or part days, as a replacement for a Teacher so as to be considered a Long-Term Occasional Teacher, the Board shall not regard Professional Development or Activity days or early school closing days as breaking the consecutiveness of the days involved.
- (iii) When a Teacher with the Board is pre-scheduled to be absent from teaching duty for a period of at least thirteen (13) teaching days, but less than two (2) school years, and the Board replaces the Teacher with a Long-Term Occasional Teacher, the Board shall post the position on the bulletin board in each school and on the

board's website for a period of five (5) working days. A copy of such posting shall also be forwarded to the President of the Local. It is understood that long-term occasional assignments which extend beyond the end of a school year, may be extended into the next school year. If said assignment is not extended, it shall be posted as per article 10.02(iv).

- (iv) Applications for Long-Term Occasional assignments shall be received from Occasional Teachers who are in the employ of the Board. In reviewing such applications, the following principles shall be used in ranked order in awarding the position:
  - (a) The Occasional Teacher is able to fill the complete duration of the assignment;
  - (b) program requirements;
  - (c) qualifications for the assignments in accordance with the Education Act and Regulations;
  - (d) experience related to the curriculum needs of the assignment.
  - (e) Where program requirements, qualifications and experience are relatively equivalent, seniority as defined by article 23 shall be the predominant factor.

Notwithstanding the above, where there are Occasional Teachers who apply for Long-Term Occasional assignments and do not meet the requirements of the Board in accordance with the above principles, applications will be received from any Teacher. The successful applicant shall be subsequently added to the Occasional Teacher Supply List.

- (v) All job postings shall be for a period of five (5) working days. A copy shall be forwarded to the President of the Unit or designate. Postings shall be announced on the Board's Job Information Line and available on the Board's Web-page.
- (vi) Postings which occur during July and August shall be announced on the Board's Job Information Line and available on the Board's Web-page. A copy of such posting shall be forwarded directly to the President of the Unit or designate.
- (vii) An Occasional Teacher hired to replace a Teacher absent for an unspecified period and properly qualified for such a position normally will not be replaced by another Occasional Teacher prior to the return of the regular Teacher except where the program or school needs determine that a change is needed by the Board or its representatives.
- (viii) Notwithstanding the above, in the case where the Board chooses to post the position, and in the event that the incumbent Occasional Teacher is not the successful candidate for the position that is or will become a Long-Term Occasional position, the incumbent as well as the successor shall be paid according to the salary due a Long-Term Occasional Teacher for the period of time spent in the assignment.

- (ix) In the event that the Board decides to terminate the assignment of a Long-Term Occasional Teacher prior to the expected termination date set out in the letter of assignment, the Long-Term Occasional Teacher shall be given five (5) teaching days' notice or five (5) days' pay in lieu of notice.
- (x) It is understood that a Long Term Occasional Teacher shall be granted an evaluation, upon request, of his/her teaching performance should the assignment be expected to be one complete semester or its equivalent or more. A Long Term Occasional Teacher shall not be entitled to more than one evaluation per two (2) year period.

10.03 By mutual agreement between the parties, a qualified casual occasional teacher will be assigned to replace a regular contract teacher who requires accommodation for health reasons or other reason on the days that the regular contract teacher is required to be absent from work. It is understood that the occasional teacher would be assigned out of rotation. Where the occasional teacher has another assignment on the day that he/she is required to replace the regular contract teacher, he/she would be re-assigned to the regular contract teacher and replaced by another casual occasional teacher who would be called in rotation. On the thirteenth (13) day of replacement, the occasional teacher shall be paid as a long-term occasional teacher, as per article 15 of the collective agreement. The selection of the occasional teacher shall be subject to the terms of article 10.02(iv).

### **Article 11 - Leaves of Absence**

- 11.01 An Occasional Teacher requesting a leave because of illness, pregnancy, parental leave, paternity, adoption of a child, or other personal reasons who becomes unavailable for assignment, shall be retained on the board's Occasional Teacher List in an inactive status during the period of such unavailability.
  - (a) It is understood that such a period of inactivity shall not exceed one (1) year.
  - (b) The request for such a leave shall be made in writing, with reason, and with the starting and end date of such leave, to the Supervisory Officer responsible for Human Resources or designate.
  - (c) It is understood that the Occasional Teacher shall be available for assignment September 1 immediately following the leave in order to be retained on the Occasional Teacher Supply List.
- 11.02 (a) An Occasional Teacher who is elected to the position of President of the Local Occasional Teachers Bargaining Unit shall, if the duties of the office are such that, he/she is required to be unavailable for assignment during the school year, be retained on the Occasional Teacher Supply List in an inactive status provided that he/she advises the Supervisory Officer responsible for Human Resources or designate of said unavailability and the expected date of return from the period of unavailability during the school year in question. It is understood and agreed that an Occasional Teacher who is unavailable for assignment as contemplated in Article 11.02 herein must be available for assignment at the beginning of the

school year next following the commencement of the period of unavailability in order to be retained on the Occasional Teacher Supply List and if the President fails to be available and advise the Supervisory Officer responsible for Human Resources or designate of such availability may be removed from the Occasional Teacher Supply List.

- (b) In the event the Occasional Teacher President is called to a meeting by the Board and thereby must refuse a day of scheduled teaching, the President shall be paid one day's casual teaching salary for each day of meetings. It is understood that such pay is not applicable for negotiations or grievance meetings.
- 11.03 (a) The Board shall provide the following leaves of absence with pay from scheduled teaching duties for Long-Term Occasional Teachers:
- i) Effective September 1, 2004 up to two (2) days sick leave in every calendar month of teaching, to a maximum of six (6) days, during the first three months of a Long-Term Occasional assignment. A Teacher may accumulate up to twelve (12) day's sick leave during a Long-Term Occasional assignment which exceeds three months duration. Any sick leave days accumulated during a Long-Term Occasional assignment are applicable to that Long-Term assignment only. However all sick leave accumulation shall expire at the end of the school year and can only be used in relation to Long-Term Occasional assignments. At the discretion of the Supervisory Officer responsible for Human Resources or designate, absences over five (5) consecutive working days must be certified by a qualified physician, licentiate of dental surgery, or a practitioner acceptable to the Board.
  - (b) Five (5) days of bereavement leave in the event of the death of a member of the Long-Term Occasional Teacher's immediate family. Immediate member of the family shall mean spouse, parent, parent-in-law, brother, sister, or child.
  - (c) Three (3) days of bereavement leave in the event of the death of a member of the Long-Term Occasional Teacher's family. Family member shall mean son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, or grandchildren.
  - (d) In special compassionate circumstances, a Long-Term Occasional Teacher may apply for a special compassionate leave of absence of definite or indefinite duration. The approval of such leave shall be at the discretion of the Director of Education or designate. Where such leave is granted up to four (4) days in any school year may be with deduction from sick leave credits or loss of pay at the option of the Long-Term Occasional Teacher.
- 11.04 A Long-Term Occasional Teacher who is absent by reason of jury duty, a summons to serve as a juror, or a subpoena as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, shall be paid the

difference between the normal earnings under this Agreement and the payment received as a juror or a witness.

11.05 A Long-Term Occasional Teacher shall be granted one (1) day, without loss of pay or deduction of sick leave, for the purpose of writing an examination which will improve professional or academic qualifications. The Occasional Teacher shall provide written documentation to the Board attesting to the writing of the examination.

11.06 Quarantine Leave

Quarantine Leave without loss of pay or deduction of sick leave shall be granted to a Long-term Occasional Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

## **Article 12 - Access to Records**

12.01 An Occasional Teacher shall have access during normal business hours to his/her personnel file(s) held by the Board or its officials within three (3) days of a written request to the Supervisory Officer responsible for Human Resources or designate. It is understood that an appropriate Board staff member shall be present when the Occasional Teacher reviews his/her file.

12.02 If an Occasional Teacher disputes the accuracy of information in the file, the Occasional Teacher may write a response to be appended to the item(s) he/she feels is inaccurate.

12.03 An Occasional Teacher may request a photocopy of the material contained within his/her personnel file.

12.04 No disciplinary or evaluatory documentation shall be placed in an Occasional Teacher's personnel file unless a copy has been sent to the Occasional Teacher.

12.05 Any correspondence received by the school administration that is used in sessions with an Occasional Teacher for counselling or discipline, or other such purpose, shall be copied to the Occasional Teacher.

12.06 The Occasional Teacher shall be given the opportunity to write a response to be appended to the correspondence.

12.07 The correspondence, the Occasional Teacher's response, and any other documentation regarding the matter shall be placed in the Occasional Teacher's personnel file within sixty (60) days of receipt of the correspondence.

12.08 The Board agrees that it will not use any correspondence in an action against an Occasional Teacher unless the Occasional Teacher has been provided with a copy of that correspondence.

12.09 A principal may keep a copy of the correspondence if a situation with an Occasional



Teacher resulting from the correspondence is ongoing.

- 12.10 At the end of each school year, all correspondence files except those described in 12.09 and 12.11 will be moved to the Occasional Teacher's personnel file or destroyed.
- 12.11 If correspondence is received during the months of May or June, the correspondence may be kept for the following school year to allow the principal time to deal with the contents of the correspondence.

### **Article 13 - Bulletin Boards**

- 13.01 The Board agrees to provide space on a bulletin board in an area accessible to Occasional Teachers in each school for the purpose of posting official Association notices.

### **Article 14 - Occasional Teacher Supply Lists**

- 14.01 The number of FTE Occasional Teachers on the Occasional Teacher Supply List shall be limited to twenty-five percent (25%) of the number of statutory FTE Teachers employed in the Board's elementary and secondary schools. Notwithstanding the above, it is understood that the list cap may be pierced for purposes of including Teachers with specific qualifications for subject specialties such as, French (FSL), English (ESL), Design and Technology, Technological Studies, Special Education, Classes for Hearing and Vision Impaired Students and Special Education Withdrawal in accordance with Regulation 298.

- (a) In the case of French Language Teachers, call-outs will be exclusively to French placements except in the case when the list of Occasional Teachers with full availability is exhausted.

and

- (b) In the case of Occasional Teachers with restricted availability, call-outs will only be made when the list of Occasional Teachers with full availability is exhausted.

It is further understood that full availability shall mean availability on a Monday through Friday basis throughout the entire Board or within geographic area 1 (Sharbot Lake, Enterprise, Erinsville, Harrowsmith) or within geographic area 2 (Greater Kingston Area, Wolfe Island, Harrowsmith, Napanee) or within geographic area 3 (Prince Edward County) or within geographic area 4 (Hastings County south of Hwy 7) or within geographic area 5 (Hastings County north of Hwy 7). See Appendix B.

It is additionally understood that, for the purposes of calculating the number of FTE Occasional Teachers, an Occasional Teacher with full availability shall have an FTE value of 1.0, and occasional teachers with limited availability shall be counted toward the cap in the proportion of the Occasional Teacher's availability.

An Occasional Teacher who accepts a Long-Term Occasional assignment shall have an FTE value on the list of 0.0 until the conclusion of the LTO assignment.

- 14.02 To be eligible for inclusion on the Occasional Teacher Supply List, an Occasional Teacher must satisfy the requirements of the Education Act and its regulations.
- 14.03 (a) Prior to being placed on the Occasional Teacher Supply List, an Occasional Teacher must submit proof of Ontario College of Teachers certification, application to QECO for evaluation and any other documentation required by the Board. Without restricting the generality of the foregoing, the Board may also require a pastoral reference from an applicant.
- (b) The Board may add Occasional Teachers to the Occasional Teacher Supply List when there is a shortage of Occasional Teachers in a program or subject area or geographic area. The Board may limit the geographic options of a newly hired Occasional Teacher to an area of need. However, the Occasional Teacher shall be permitted to add or transfer to another geographic area when vacancies in that geographic area arise and prior to the hiring of any additional Occasional Teachers. Information regarding additions will be forwarded in writing to the President of the Occasional Teachers Local of OECTA within fifteen (15) working days.
- 14.04 In order for an Occasional Teacher to be accepted for placement on the Occasional Teachers Supply List, an Occasional Teacher shall indicate his/her preferences in respect of;
- (a) a geographic area or geographic areas;
- (b) any specialities for which the Occasional Teacher holds the appropriate qualifications; and/or
- (c) one or more of the following divisions:  
primary,  
junior,  
intermediate,  
senior;
- (d) days and times of availability.
- 14.05 In order to be placed on an Occasional Teachers Supply List, an Occasional Teacher shall first notify the Supervisory Officer responsible for Human Resources or designate in writing of the Occasional Teacher's address and telephone number and shall notify the Supervisory Officer responsible for Human Resources or designate in writing of any change in address or telephone number as required by the Board to contact the Occasional Teacher in respect of teaching assignments or for any other reason related to the administration of this Agreement. Further, it is understood and agreed that the Board

is entitled to rely for all purposes on the address and phone number last provided to the Board by an Occasional Teacher.

- 14.06 (a) The Coordinator, Occasional Teachers & Temporary Staff shall endeavour, to the extent practicable, to offer assignments the night before an assignment, in on-going rotation by profile as per Article 14.04, preferably between 7 p.m. and 10 p.m. Remaining assignments shall be offered on the day of the assignment.
- (b) It is understood that for specified school sites the use of the Coordinator, Occasional Teachers & Temporary Staff may not be applicable. A site specific Occasional Teacher Supply List may be generated.
- 14.07 An Occasional Teacher who refuses six (6) assignments within the period of one school year and fails to provide grounds satisfactory to the Board to explain such refusal of assignments, or an Occasional Teacher who cannot be contacted by the Board for an assignment at the telephone number provided by the Occasional Teacher during a period of twenty (20) teaching days, may be removed from the Occasional Teacher Supply List by the Board. The President of the Occasional Teacher Local shall be notified in writing prior to any such action being taken.
- 14.08 (a) In respect of those occasions when the Board decides it is necessary to assign an Occasional Teacher, the Board shall endeavour to distribute Occasional Teaching opportunities equitably among the Occasional Teachers on the Occasional Teacher Supply List provided that, in the opinion of the Board, an Occasional Teacher is qualified for a given Occasional Teaching assignment. Where an Occasional Teacher refuses an assignment, or cannot be contacted by the Board for an assignment at the telephone number provided by the Occasional Teacher, the Occasional Teacher shall be deemed to have worked said assignment for the purpose of determining equitable distribution of Occasional Teaching opportunities.
- (b) i) Where the Board assigns a specific Occasional Teacher in certain situations to ensure continuity, the number of days generated by such assignments shall be considered in the determination of equitable distribution.
- ii) It is recognized that the Board is pedagogically committed to assigning qualified teachers to cover the absences of regular contract teachers prior to the assignment of non-certificated persons. An exception to this commitment would be the replacement of a French Immersion teacher with a non-certificated person before the assignment of a non-French speaking certificated teacher.
- (c) A Teacher who completes a Long-Term Occasional position and returns to casual occasional teaching will be entitled to receive assignments based on equitable distribution of assignments without regard to the number of days worked as a

Long-Term Occasional Teacher.

- (d) A bi-monthly written record of Casual Occasional Teacher assignments shall be sent to the President of the Unit.

14.09 In the event it is established that an Occasional Teacher has not been offered an Occasional Teaching opportunity pursuant to Article 14.10 herein, or where the Board has not complied with Article 14.10 herein, an Arbitration Board shall not have jurisdiction to order payment of any wages but will have remedial jurisdiction to order the Board to assign an Occasional Teacher to the first available Casual Occasional Teaching assignment or assignments for which they are qualified, in preference to other Occasional Teachers on the list.

14.10 The written record of the Coordinator, Occasional Teachers & Temporary Staff shall be conclusive evidence as to whether an Occasional Teacher was able to be contacted for an assignment and whether an Occasional Teacher accepted or rejected an assignment.

### **Article 15 - Rates of Pay**

15.01 The daily rates for Casual Occasional Teachers shall be as in 15.02 (a).

- 15.02 (a)
  - i) The rate of pay for Casual Occasional Teachers in respect of each day worked shall be calculated on the basis of the following formula: (OECTA Salary Category A1/0 Years x 95% / 190 days) x 1.03 = Per Diem Rate for Casual Occasional Teachers. The per diem rate is deemed to include the daily rate which includes vacation and holiday pay pursuant to the Employment Standards Act as well compensation in lieu of insured benefits. The actual rate will be calculated annually and otherwise as required and distributed to all Occasional Teachers.
  - ii) Effective in the fourth (4<sup>th</sup>) month of a Long-Term Occasional assignment, the Board shall pay the Long-Term Occasional Teacher six dollars (\$6.00) per teaching day in lieu of insured benefits for the duration of that Long-Term Occasional assignment.
  - iii) The Board agrees to advise the President of the Occasional Teachers Local of OECTA of the rate of pay set by the Board for persons hired under Section 21 of Regulation 298 on an annual basis.
- (b) A Teacher shall be paid one-half (1/2) day's pay for each part of a day worked prior to the lunch period and one-half (1/2) day's pay for each part of a day worked following the lunch period.

15.03 The Board shall pay Long-Term Occasional Teachers as follows:

- (a) A Long-Term Occasional Teacher who is assigned to replace a Teacher who is

prescheduled to be absent from teaching duty for a period of at least thirteen (13) teaching days shall be paid in accordance with the current salary grid set out in the Agreement between the Board and the Algonquin and Lakeshore Unit of the Ontario English Catholic Teachers' Association in accordance with the Long-Term Occasional Teacher's recognized teaching experience and qualifications effective on the commencement of the assignment. Said Long-Term Occasional Teacher shall continue to be paid according to the aforementioned salary grid until the expiration of the Long-Term Occasional Teacher's assignment unless the Long-Term Occasional Teacher submits acceptable evidence of a revised experience and qualification statement to the Board within twelve (12) weeks of the start of the teacher's assignment. In such cases, the Long-Term Occasional Teacher shall be paid retroactively to the beginning of that assignment.

It is understood that the Board will provide the teacher with a proof of employment letter upon hire and a QECO application.

Long-Term Occasional Teachers will be required to submit regular time sheets in order to facilitate salary payments and ensure there is no overpayment. The daily rate will be based on the current OECTA Teacher salary grid divided by the actual number of school days as defined in the current School Year Calendar for that year.

- (b) All Long-Term Occasional Teachers shall be paid in accordance with the current salary grid as set out in the Agreement between the Board and the Branch Affiliates of the Ontario English Catholic Teachers' Association in accordance with his/her recognized teaching experience and qualifications effective on the thirteenth (13<sup>th</sup>) consecutive day of teaching the same class, retroactive to the first (1st) day said Long-Term Occasional Teacher began teaching in the relevant class. Said Long-Term Occasional Teacher shall continue to be paid according to the aforementioned salary grid until the expiration of his/her Long-Term Occasional Teaching assignment. Long-Term Occasional Teachers will be required to submit regular timesheets in order to facilitate salary payments and ensure that there is no overpayment. The daily rate shall be based on the current OECTA Teacher salary grid divided by the actual number of school days as defined in the School Year Calendar for that year.

15.04 Occasional Teaching experience with this Board shall be recognized as teaching experience in respect of the appropriate salary level placement of Long-Term Occasional Teachers as set out in Article 15.02 herein. One hundred and ninety (190) such Occasional Teaching days shall constitute one (1) year of experience.

15.05 Occasional Teachers shall be paid on the fifteenth (15<sup>th</sup>) and last teaching day of each month pursuant to the "Record of Supply Teaching" forms (as signed and verified by a Principal or authorized designate) submitted within the specified time period by an Occasional Teacher for the previous month and pay statements will be mailed to Occasional Teachers upon issue.

15.06 The Board shall deposit Occasional Teachers' salary cheques in an account with a financial institution as directed by each Occasional Teacher provided that the financial institution is a participating member in an electronic funds transfer system.

**Article 16 - Reporting Pay**

16.01 In the event an Occasional Teacher is contacted by the Coordinator, Occasional Teachers & Temporary Staff to report for an assignment and upon arrival the assignment is not available, the Occasional Teacher shall be given at least one-half (1/2) day of work or if no work is available, will be paid the equivalent of one-half day's (1/2) pay at the regular rate of pay in lieu of work. Any Occasional Teacher so affected shall take such temporary work normally performed by Teachers as may be available and assigned by the Principal or designate in order to qualify for said half-day's (1/2) pay.

**Article 17 - Travel Allowance**

17.01 Casual Occasional Teachers who are required to travel in the course of their duties and as provided for in Board policy, will be paid the existing Board travel allowance.

**Article 18 - Professional Development Days**

18.01 Long-Term Occasional Teachers shall be paid for each Professional Development Day during their Long-Term Occasional Teaching assignment provided the Professional Development Day is held on a day when the Long-Term Occasional Teacher would otherwise have been scheduled to teach and provided the Long-Term Occasional Teacher attends the Professional Development Day activities.

18.02 The Board shall provide each school with information regarding Professional Development Days to be posted in an area accessible to Occasional Teachers as per Article 13 and advertised on the Board's website. Occasional Teachers shall be permitted to attend Professional Development Days, space permitting, at no cost to the board. A copy of the information shall be forwarded directly to the President of the Unit or designate.

**Article 19 - Correspondence and Notices**

19.01 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Education or designate and the President of the Unit.

19.02 For the purpose of sending correspondence or notices between the Board and the Association arising out of this Agreement said correspondence or notices shall be sent by registered mail to the addresses noted below:

The Director of Education  
or designate

Algonquin and Lakeshore Catholic  
District School Board

151 Dairy Avenue  
Napane, Ontario K7R 4B2

The President of the Unit

Algonquin-Lakeshore Unit of OECTA  
670 Fortune Crescent, Unit 2  
Kingston, Ontario K7P 2T3

### **Article 20 - General**

- 20.01 The Board shall provide and distribute copies of this Agreement to all Occasional Teachers as soon as possible after ratification of the Agreement.
- 20.02 All Long-Term Occasional Teachers shall have access to the services provided through the Employee Assistance Program. The Cost of the Local Occasional Teachers' Bargaining Unit OECTA participation in this program shall be borne by the Board.

### **Article 21 - Duration of Agreement**

- 21.01 This Agreement shall become effective on the 1st day of September, 2008, and shall continue in effect until the 31st day of August, 2012, and shall continue automatically thereafter for periods of one (1) year each, unless either party notifies the other in writing pursuant to the provisions of the Labour Relations Act but no later than April 30 in the year which the Agreement expires, of its desire to negotiate with a view to the renewal, with or without modification, of the Agreement then in operation. Where notification of the desire to negotiate is given, the party giving notice shall submit to the other party the list of modifications desired with supporting rationale, within thirty (30) days of the giving of notice. Where notification of the desire to negotiate is given, the parties will meet within thirty (30) days said notification, or such further time as may be mutually agreeable, to commence negotiations.

### **Article 22 – Working Conditions**

- 22.01 It is understood and agreed that the duties and responsibilities of Casual Occasional Teachers will normally be limited to the regular duties and responsibilities of the Teacher for whom they are substituting within the school.
- 22.02 The Occasional Teacher shall have no yard duty before commencement of the morning session on the first day of the assignment, and no lunch time duty on an afternoon assignment only or where the Occasional Teacher is required to travel to another school except under exceptional or extraordinary circumstance(s) as determined by the Principal.
- 22.03 An Occasional Teacher assigned to a secondary school will be required to accept on-call and supervision assignments that form part of the workload of the Teacher being replaced as set out in the agreement between the Board and the Algonquin and Lakeshore unit of OECTA.

- 22.04 Occasional Teachers shall have 40 consecutive minutes of uninterrupted lunch.
- 22.05 (a) The Board shall not require any Occasional Teacher to administer medication or to perform any medical or physical procedure on any pupil that might in anyway endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk, injury, or liability for negligence.
- (b) In the case of an emergency, Occasional Teachers will respond to the extent of their training and/or ability.
- 22.06 The Board agrees that all employees are entitled to work in an environment which is free from all forms of harassment, where such harassment is defined as per Board Policy and Administrative Procedure “Workplace Harassment” A-2008-01-2, which may be amended from time to time.

### **Article 23 – Seniority**

- 23.01 The Board shall maintain a Seniority List for Occasional Teachers who are employed by the board to teach as Occasional Teachers.
- 23.02 The Seniority List shall be established based on service as an Occasional Teacher with the Board or predecessor boards. It is understood that length of service is the continuous time that the individual Occasional Teacher has been on the Occasional Teacher List, including leaves of absence for reasons of pregnancy and parental leave as defined in the Employment Standards Act and leaves where continuing seniority has been given prior approval by the Board.
- 23.03 The Board shall provide the Seniority List to the Unit and shall distribute a copy of the list to each Teacher work site by September 30 of each year.

### **Article 24 – Criminal Background Checks/Offence Declarations**

- 24.01 The Board shall continue to provide Offence Declaration Forms to each Occasional Teacher in the form attached hereto as Appendix 4 or 5, as appropriate. Each Occasional Teacher will provide to the Board a signed Offence Declaration prior to September 1st of each school year. It is understood that an Occasional Teacher will not be permitted into a school until such a document has been provided. Occasional Teachers new to the Board must provide a Criminal Background Check that is no more than six (6) months old before they will be permitted to begin teaching.
- 24.02 The Criminal Background Check and Offence Declaration will be segregated and placed in a sealed envelope in the personnel file of each Occasional Teacher.
- 24.03 After the Board receives the Offence Declaration or the results of the Criminal Background Check and if the Board intends to meet with an Occasional Teacher about any decision the Board might take with respect to the results of the Offence Declaration







# ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD

## Appendix B

### Geographic Areas within the Algonquin and Lakeshore Catholic District School Board

#### Area 1

St. James Major Catholic School (Sharbot Lake)  
St. Mary Catholic School (Enterprise)  
St. Patrick Catholic School (Erinsville)  
St. Patrick Catholic School (Harrowsmith)

#### Area 2

Archbishop O'Sullivan Catholic School (Kingston)  
École catholique cathédrale (Fr. Imm.) (Kingston)  
Holy Family Catholic School (Kingston)  
Holy Name Catholic School (Kingston)  
J.J. O'Neill Catholic School (Napanee)  
John XXIII Catholic School (Kingston)  
Mother Teresa Catholic School (Kingston)  
Our Lady of Lourdes Catholic School (Kingston)  
Our Lady of Mt. Carmel Catholic School (Amherstview)  
St. Marguerite Bourgeoys Catholic School (Kingston)  
St. Martha Catholic School (Kingston)  
St. Patrick Catholic School (Harrowsmith)  
St. Patrick Catholic School (Kingston)  
Sacred Heart Catholic School (Wolfe Island)  
St. Paul Catholic School (Kingston)  
St. Peter Catholic School (Kingston)  
St. Thomas More Catholic School (Kingston)  
St. Joseph/St. Mary Catholic School (Kingston)  
Holy Cross Catholic Secondary School (Kingston)  
Regiopolis-Notre Dame Catholic High School  
Loyola Community Learning Centre (Kingston)

#### Area 3

St. Gregory Catholic School (Picton)  
Loyola (Picton)

#### Area 4

Georges Vanier Catholic School (Belleville)  
Holy Name of Mary Catholic School (Marysville)  
St. Mary Catholic School (Shannonville)  
Holy Rosary Catholic School (Belleville)  
Our Lady of Fatima Catholic School (Belleville)  
Sacred Heart Catholic School (Batawa)  
St. Carthagh Catholic School (Tweed)  
St. Joseph Catholic School (Belleville)  
St. Mary Catholic School (Trenton)  
St. Michael Catholic School (Belleville)  
St. Peter Catholic School (Trenton)  
Nicholson Catholic College (Belleville)  
St. Paul Catholic Secondary School (Trenton)  
St. Theresa Catholic Secondary School (Belleville)  
Loyola – Belleville Campus  
Sacred Heart Catholic School (Marmora)

#### Area 5

Our Lady of Mercy Catholic School (Bancroft)  
St. Martin Catholic School (Whitney)

LETTER OF UNDERSTANDING

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD  
("The Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION  
(The Association)

hereinafter known as the parties

The parties agree that a Long-Term Occasional Teacher hired under a Letter of Permission according to Ministry Regulation 183 shall for the period of the Letter of Permission be covered by all the terms and conditions of the Collective Agreement save and except for the following articles:

- 1.01 (a)
- 2.02
- 7.
- 9.01
- 11.01
- 11.02
- 14.
- 16.

Dated at Napanee this     day of     , 2009.

FOR THE BOARD

FOR OECTA

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LETTER OF UNDERSTANDING

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD  
("The Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION  
("The Association")

hereinafter known as the parties

The Parties agree to the establishment of a Liaison Committee composed of an equal number of representatives (not more than three each) of the Association and the Board. The Chair of the Committee shall alternate between the parties. The Committee shall meet at the request of either party but not more than once per term.

The issues that the Committee will focus on during the 2008-2012 school years shall be:

- The making of recommendations for a review of the Occasional Teacher orientation process, reporting pay expenses and the hiring process;
- The creation of a Handbook for Occasional Teacher assignments.
- The investigation of access to the Queen's University Teacher Resource Centre for Occasional Teachers;
- Membership concerns, which may arise other than those related to the collective bargaining or grievances.

When the Board agrees to schedule a Liaison Committee meeting during the school day, the Board shall assume the costs of Occasional Teacher members who were scheduled to work on that day. It is understood that each party shall assume the cost of their respective representatives when the meeting is scheduled outside of the school day.

Dated at Napanee, Ontario, this     day of     , 2009.

FOR THE BOARD

FOR OECTA

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LETTER OF UNDERSTANDING

BETWEEN

THE ALGONQUIN AND LAKESORE CATHOLIC DISTRICT SCHOOL BOARD  
(HEREINAFTER CALLED THE "BOARD")

AND

THE ALGONQUIN-LAKESHORE UNIT OF O.E.C.T.A  
(HEREINAFTER CALLED THE "TEACHERS")

Re: Evaluation Procedures for Occasional Teachers

The parties agree to establish a committee of equal representation to review and make recommendations to the Board's current evaluation/performance appraisal policies and procedures regarding the evaluation of occasional teachers. All recommendations are subject to Board approval.

The Board and the Association agree that:

- (i) No member of the Bargaining Unit or Regular Contract Teacher shall participate in the evaluation of an Occasional Teacher.
- (ii) Voluntary activities shall not be included or referenced in the evaluation procedures.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Unit

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

BETWEEN

THE ALGONQUIN AND LAKESORE CATHOLIC DISTRICT SCHOOL BOARD  
(HEREINAFTER CALLED THE “BOARD”)

AND

THE ALGONQUIN-LAKESHORE UNIT OF O.E.C.T.A  
(HEREINAFTER CALLED THE “TEACHERS”)

Re: Article 10.02 (iv)

The Parties agree to the following clarifications of the language found in Article 10.02(iv).

1. Programme requirements:

The Board may deny a Long Term Occasional Teacher the right to transfer in exceptional circumstances where a qualified Teacher cannot be found to replace the Occasional Teacher wishing to transfer.

2. Qualifications for the assignments in accordance with Ministry of Education Regulations:

For a full-time secondary position for which a minimum of three (3) courses are senior religion courses, the Board may require additional qualifications.

3. Experience related to the curriculum needs of the assignment:

For positions in the Board’s ‘Life Skills & Developmental Learning Centres’ and ‘ Student Support (Behavioural) Centres’, experience as a Special Education Resource Teacher.

For positions such as Student Success Teachers, Teachers assigned to off-site programs for Students at Risk, Teachers assigned to the Suspended/Expelled Students Program, experience with “at risk” students.

It is understood that should any new program which may require specialized experience by implemented, the Parties shall meet to mutually determine if any such experience is required.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Unit

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

BETWEEN

THE ALGONQUIN AND LAKESORE CATHOLIC DISTRICT SCHOOL BOARD  
(HEREINAFTER CALLED THE "BOARD")

AND

THE ALGONQUIN-LAKESHORE UNIT OF O.E.C.T.A  
(HEREINAFTER CALLED THE "TEACHERS")

RE: Incremental Funding for Enhanced Working Conditions

WHEREAS the Government has declared its intention, conditional upon the approval of the Lieutenant Governor-in-Council to increase funding benchmarks for Occasional Teachers in 2008/09, the parties agree that 3% of the 3.5% incremental funding for enhanced working conditions will be applied to the daily rate of pay for casual occasional teachers effective September 1, 2008.

The Unit recognizes that should grid compression occur in a future round of bargaining, there may be a corresponding increase in the Occasional Teacher Daily Rate. Should this be the case, the Unit recognizes that the increase would be costed as part of the package for occasional teachers during bargaining.

The additional .5% incremental funding for enhanced working conditions will be used to provide for an additional incentive for teachers who reside in Geographic Areas 1 or 2 and are willing to accept casual occasional teaching assignments in Geographic Areas 3 or 4. Effective upon ratification of this agreement, and for the balance of the 2008/09 school year the site incentive shall be \$10.00 per day. The parties agree to review the expenditure of the incremental funding for enhanced working conditions before September 1 of each year of this agreement to mutually determine the availability of funds and the extent and nature of the incentive for that school year.

Any unused funds of the .5% will be made available to Occasional Teachers as mutually agreed to by the parties.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Unit

\_\_\_\_\_  
Date

LETTER OF UNDERTAKING

BETWEEN

THE ALGONQUIN AND LAKESORE CATHOLIC DISTRICT SCHOOL BOARD  
(HEREINAFTER CALLED THE "BOARD")

AND

THE ALGONQUIN-LAKESHORE UNIT OF O.E.C.T.A  
(HEREINAFTER CALLED THE "TEACHERS")

Re: Keys for Occasional Teachers

The Manager of Human Resources is advising the Bargaining Unit President that a best-practices guideline relating to the distribution of keys to Occasional Teachers shall be distributed to Principals each September. The purpose of the guideline will reflect the following:

- (a) To acknowledge that Occasional Teachers play a vital role in the effective operations of our schools.
- (b) To identify the importance of ensuring that Occasional Teachers are familiar with the school's emergency procedures, including lock-down.
- (c) To identify the requirement that Occasional Teachers are given access to keys to all rooms to which they are assigned teaching or supervision duties for those reasons identified above.

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For the Board

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Date