

A G R E E M E N T

between

THE HAMILTON-WENTWORTH
CATHOLIC **DISTRICT** SCHOOL BOARD

- and -

**ONTARIO ENGLISH CATHOLIC TEACHERS
ASSOCIATION (O.E.C.T.A.) REPRESENTING THE OCCASIONAL TEACHERS
OF THE HAMILTON-WENTWORTH OCCASIONAL LOCAL**

September 1, **1998** - August 31, **2001**

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ARTICLE I: RECOGNITION

- 1.01 The Board recognizes **O.E.C.T.A.** as the exclusive bargaining agent for all Occasional Teachers employed by the Board in its schools in the Regional Municipality of Hamilton-Wentworth.
- 1.02 "Occasional Teacher" shall mean an "occasional teacher" as defined in the Education Act R.S.O. 1998, as amended.
- 1.03 "Teacher" shall mean a "teacher" as **described at s.277 of the Education Act.**
- 1.04 No "Teacher", as defined in article 1.03 above, shall be covered by this agreement nor shall any person employed in any International Language Program, Extension Education Program or similar such program operated by the Board.
- 1.05
- a) "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of eighteen (18) or more consecutive teaching days as a replacement for a **regular** teacher.
 - b) Effective September 1, 2000, "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of seventeen (17) or more consecutive teaching days as a replacement for a regular teacher.**
 - c) Effective January 1, 2001, "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of sixteen (16) or more consecutive teaching days as a replacement for a regular teacher.**
 - d) Effective August 31, 2001, "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of fifteen (15) or more consecutive teaching days as a replacement for a regular teacher.**
- 1.06 "Casual Occasional Teacher" shall mean any Occasional Teacher employed by the Board to teach on a day to day basis for a teacher employed under a permanent, probationary or temporary contract.
- 1.07 Whenever the singular or masculine gender is used in this agreement it shall be considered as if the plural or feminine has been used where the context of the agreement so requires, and the obverse shall apply equally.
- 1.08
- a) "Predetermined" shall mean a long term position of which the Board has had written advance notice or sufficient knowledge that the position would exceed the number of consecutive teaching days **as outlined in article 1.05 above.**
 - b) "Intermittent predetermined" shall mean a long-term position of which the Board has had advance written notice or sufficient knowledge that the regular teacher will be absent from classroom duties for an accumulative but not consecutive number of days which will exceed **the number of consecutive teaching days as outlined in article 1.05 above** in one academic year and the Board has

elected to have the regular teacher replaced by the same Occasional Teacher.

Position is treated like any long term position ie. cannot apply to another position unless less than 30 instructional days.

Such payments shall be made in accordance with the grid rate as calculated on a daily basis. Such teacher shall be retained on the "**Occasional Teacher**" list(s).

- c) "Non-scheduled" shall mean a long-term position where a regular teacher continues to be absent from classroom duties beyond the **number of consecutive teaching days as outlined in article 1.05 above** and in which the original assignment has been designated as casual daily.

In the event the absence of a statutory teacher begins as a short-term absence and an Occasional Teacher is assigned to said position by rotation from the allocator or Principal of the Secondary School, such Occasional Teacher shall retain the assignment as long as the Teacher's absence remains day to day. If the Board receives written notice from the Teacher that his/her condition or prognosis will result in his/her absence no longer being day to day but becomes long term, the Board may:

- i) leave the casual Occasional Teacher in the position if the long term absence is not expected to exceed a total of thirty (30) days; or
- ii) post the position in accordance with article 9 of the Agreement, in which case the casual Occasional Teacher shall remain in the assignment until the posting is filled.

ARTICLE II: ASSOCIATION DUES

- 2.01 The Board agrees as required by s.43 of the Ontario Labour Relations Act, R.S.O. **1995**, c.228, as amended, to deduct from the wages of each member of the bargaining unit an amount equal to 1.25% of salary to an annual maximum of statutory members' fee.
- 2.02 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.
- 2.03 In consideration of the deducting and forwarding of Association dues by the Board, the Association agrees to indemnify and save harmless the Board against any claims or liabilities arising out of or resulting from the operation of this article.
- 2.04 Dues shall become effective on the first day of work and remitted to the Provincial Association.

2.05 Membership shall be mandatory on the first day of work.

ARTICLE III: MANAGEMENT RIGHTS

- 3.01 Save and except to the extent specifically modified or curtailed by any provision of this collective agreement, it is the exclusive function of the Board to manage its business and schools and such functions shall include, but not be limited to, the following functions:
- a) to maintain order, discipline and efficiency and set qualifications;
 - b) to hire, retire, transfer, classify, assign, appoint, promote, demote, layoff, recall, and to suspend, discharge, or otherwise discipline Occasional Teachers for just cause, subject to the right of grievance pursuant to article 7.05 of this agreement;
 - c) to issue and enforce from time to time such rules and regulations as the Board deems necessary to ensure successful operation of its business;
 - d) to manage the Board and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of schools and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities not specifically modified elsewhere in this agreement.
- 3.02 In addition, the provisions of this Agreement shall be subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed in accordance with the British North America Act, 1867 and the Constitution Act, 1982.

ARTICLE IV: STRIKES AND LOCKOUTS

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

ARTICLE V: GRIEVANCE PROCEDURE

- 5.01 It is the mutual desire of the Association and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive

means to be utilized by the grievor for the prompt disposition, and final settlement of the grievance.

- 5.02 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement shall be considered as a grievance.
- 5.03 i) At all formal steps a grievance, to be acceptable under this agreement, shall:
- a) be in writing,
 - b) specify the article(s) allegedly violated by number,
 - c) contain a precise statement of the facts relied upon,
 - d) indicate the redress sought,
 - e) be sent by registered mail, or fax, or delivered in person,
 - f) not be subject to change after submission,
 - g) be signed by the Occasional Teacher.
- ii) At all stages or steps a member may be accompanied by a representative of the Association.
- 5.04 Time limits specified in the grievance procedure are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.
- 5.05 In the event that more than one Occasional Teacher is directly affected by one specific incident and such Occasional Teachers would be entitled to grieve, the grievance shall be processed as one grievance. Two grievors of the group shall be entitled to be present at meetings unless otherwise mutually agreed.
- 5.06 Complaints and grievances shall be settled in the following manner and sequence:

INFORMAL PROCEDURE

- a) If an Occasional Teacher has a complaint, he/she shall discuss it with the immediate supervisor of the Board within fifteen (15) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the Occasional Teacher in order to give the Board an opportunity of adjusting the complaint.
- b) The immediate supervisor shall reply, verbally, within five (5) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Board official, the complaint shall then become a grievance and may be processed to Step One.

STEP ONE

- a) The grievance must be submitted to the Manager of Collective Bargaining or designate within a period of seven (7) working days from the time the verbal reply to the complaint was received as indicated in the Informal Procedure above.
- b) After such discussion, as is necessary, the Manager of Collective Bargaining or designate shall state in writing his/her decision within seven (7) working days of the receipt of the grievance form at this step.

STEP TWO

- a) If the grievance is not settled within seven (7) working days after it was submitted to the Manager of Collective Bargaining or designate, then the grievance shall be taken up as follows: an Association representative may then within seven (7) days from the date of the decision of the Manager of Collective Bargaining or designate request, in writing, a meeting with the Director of Education.
- b) Such meeting will be held within five (5) working days after receipt by the Board of the Association's letter.
- c) The Director of Education or his/her delegate shall render his/her written decision within five (5) working days following the meeting.
- d) If the decision of the Director of Education is not rejected within ten (10) working days it shall be binding on both parties.

STEP THREE

Failing satisfactory settlement in Step Two, then, at the request of either party, in writing, the grievance may be referred to arbitration provided such request is made within ten (10) working days after the decision of the Board in Step Two has been rendered.

- 5.07 The Association or the Board may present direct grievances between them commencing at Step One of the grievance procedure. Such grievances shall not be filed where the grievance could have been filed by an individual.
- 5.08 The term "working days" when used in this article shall mean Monday to Friday inclusive throughout the year when the Board is open for business.

ARTICLE VI: ARBITRATION

- 6.01 When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party of this agreement and at the same time, nominate an arbitrator. Within five (5) days thereafter the other party shall nominate an arbitrator. The two arbitrators so nominated shall within fifteen (15) working days attempt to select by agreement, a chairperson of an arbitration board. If

they are unable to agree upon such chairperson within that period either of them may then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

- 6.02 A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed chairperson of the arbitration board.
- 6.03 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairperson of the arbitration board.
- 6.04 No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the grievance procedure.
- 6.05 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this agreement or to alter, modify or amend any part of this agreement.
- 6.06 The proceedings of the arbitration board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the chairperson shall be final and binding on the parties herein.
- 6.07 The parties may mutually agree that a single arbitrator shall be appointed in place of a board of arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a board of arbitration under this agreement and the parties will jointly bear the expense of the arbitrator.

ARTICLE VII: OCCASIONAL TEACHER LIST

- 7.01
- i) "Occasional Teacher List" shall mean a list maintained and utilized by the Board's Occasional Teaching Assignment Allocator in allocating assignments in both the elementary and secondary panels. Such list is to include all certified Teachers being used by the elementary and secondary panels. A preliminary list shall be submitted to the President of the Occasional Teachers Local by the first school day in September, with a final list, including additions and deletions, submitted by October 15th.
 - ii) The number of teachers on the Occasional Teacher List shall be limited to an amount not to exceed sixteen percent (16%) of the total number grid regular teachers in the elementary and secondary panels of the Board.
 - iii) The number of teachers on the Occasional Teacher List may only exceed the level of sixteen (16%) if the Board is unable to provide an Occasional Teacher from the list, with an assignment due to the specific qualifications required and the Association has been consulted prior to the additional name(s) being added to the list.
- 7.02 To be eligible for placement on the Board's Occasional Teachers List the Occasional Teacher must have an Ontario Teacher Certificate or Letter of Standing from the Ministry of Education, or such other qualification as determined or permitted by the Education Act and Regulations.

- 7.03 Prior to being placed on the Occasional Teachers List an applicant must submit proof of certification and all other documentation as required by the Board.
- 7.04 Occasional Teachers shall notify the Administrator of Human Resources in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 7.05
- i) An Occasional Teacher who has completed sixty-five (65) days teaching within a two (2) consecutive year period while subject to the terms and conditions of this Agreement and who believes that he/she has been unjustly removed from the Board's Occasional Teacher List for disciplinary reasons may file a grievance. An Occasional Teacher who has completed less than sixty-five (65) days teaching within a two (2) consecutive year period while subject to the terms and conditions of this Agreement may be removed by the Board from the Occasional Teacher List and shall have no recourse to the grievance and arbitration procedures.
 - ii) An Occasional Teacher who may be removed from the Occasional Teacher List shall be notified by the employer at least 5 working days prior to the removal. The Occasional Teacher shall be entitled to a meeting with the appropriate Board personnel prior to the removal. The Occasional Teacher may be accompanied by an Association representative.
 - iii) The President of the Association shall be informed of the removal from the Occasional Teachers' List.

ARTICLE VIII: OCCASIONAL TEACHER RENEWAL FORM

- 8.01
- i) By June 30th of the school year, an Occasional Teacher shall submit the Occasional Teacher Renewal Form (**refer to Letter of Information #5**) to indicate his/her willingness in remaining active on the Board supply list and interest in Long Term Occasional Teacher assignments for the next school year.
 - ii) It shall be the responsibility of the Occasional Teacher to obtain the Occasional Teacher Renewal Form. Such forms shall be made available at the schools and at the Board Office.
 - iii) The Board shall refer to the list of persons in 8.01(i) who have so indicated such an interest when filling Long Term Occasional Teacher positions for the following school year.

ARTICLE IX: JOB POSTING

- 9.01
- i) Each long term Occasional Teacher shall receive a letter stating the following: duration, location, pay schedule, assignment and the regular teacher being replaced.
 - ii) Predetermined and intermittent assignments shall be posted in the Board's schools, Central Office and sub-offices or facilities.

- iii) Postings which occur in July and August shall be posted at the Board Office. A copy shall be sent to the President and to the provincial office.
- iv) All postings shall be approved and dated by the Administrator of Human Resources.
- v) All postings shall be directed to the attention of the Principal in all of the Board's schools.
- vi) All postings shall remain posted in all schools and designated locations of the Board for five (5) working days.
All postings will be recorded on a tape recording machine at one location for a period of five (5) working days.

A copy of all postings shall be remitted to the Local President via fax on the first day of the posting.

- vii) The Board shall notify the Local of the name of the successful candidate within two (2) working days.
- viii) All applications shall be in writing and received by 1:00 pm on the day that the posting closes.

Applicants shall provide a copy of the application to the local President.

- ix) Postings for all long-term assignments shall include the following information:
 - a) the scheduled or anticipated dates for the duration of the assignment
 - b) the name of the school and school Principal
 - c) the grade(s) level and/or subject of the long term assignment
 - d) the minimum qualifications for the assignment as required by the Board and the Education Act and Regulations
 - e) closing date for applications
 - f) the addresses and fax numbers of the Board and Local President
- x) The selection of the successful candidate shall be in accordance with the qualifications outlined in the posting.
- xi) The Board shall notify the local President of the name of the successful candidate within two (2) school days of making its decision.
- xii)** Where the regular teacher continues to be absent beyond the original date on

the posting and there is a requirement by the Board for an Occasional Teacher placement, the Occasional Teacher shall continue in the assignment without interruption but not beyond the academic year.

ARTICLE X: REPORTING PAY

- 10.01 If an Occasional Teacher reports for an assignment and the assignment is not available the Occasional Teacher shall be guaranteed pay for one-half day and may be assigned duties for such half-day.
- 10.02 i) If a Long Term Occasional Teacher reports for an assignment and the assignment is not available due to the school having been declared closed by the Board due to inclement weather, the Long Term Occasional Teacher shall be entitled to the provisions of the Board's policy on inclement weather and school closings.
- ii) If an Occasional Teacher reports for an assignment and the assignment is not available due to the school having been declared closed due to inclement weather, the Occasional Teacher shall receive pay in the amount provided for in Article 10.01 above.
- 10.03 The written record of the occasional teaching assignment allocator shall be conclusive as to whether an Occasional Teacher was called out for the assignment for which the Occasional Teacher is reporting.
- 10.04 Where an Occasional Teacher has completed eight (8) or more days of consecutive teaching towards the **number of consecutive teaching days as outlined in article 1.05** for a long term occasional assignment and i) the teacher returns from absence for two (2) days or less and ii) subsequently within the two days, leaves for an additional period of time and iii) the Board requires the position to be filled by an Occasional Teacher, then the Occasional Teacher who was in the classroom shall be given the option of returning to the classroom and completing the assignment. The consecutive number of teaching days to qualify for a long term occasional assignment shall be deemed not to have been interrupted for the purpose of calculation of salary entitlement only.
- 10.05 A Long Term Occasional Teacher shall be given 5 days notice if the termination of his/her assignment is prior to the original date.

ARTICLE XI: LEAVES

- 11.01 General - The Board shall retain Occasional Teachers on the Board's Occasional Teacher List in an inactive status where the Occasional Teacher is unavailable for assignments due to personal circumstances. The Occasional Teacher shall make application in writing for such status to the Administrator of Human Resources stating the reasons for the request and the estimated duration of the period of unavailability. The maximum time such status may be maintained shall be 12 months from the date of approval by the Administrator of Human Resources of such status for the occasional

teacher. If the occasional teacher does not return thereafter the occasional teacher shall be deemed to have resigned from the occasional teacher list.

In addition, such leave shall not be included in the sixteen percent (16%) of the total number of on grid regular teachers in the elementary and secondary panels of the Board.

The above inactive status shall not be available to part-time regular teachers.

11.02 Bereavement Leave

- a) In the case of the death of Long-Term Occasional Teacher's parent, child, spouse, brother or sister during the course of an assignment, a leave of absence of up to five (5) days duration without loss of pay may be granted provided the Long-Term Occasional Teacher was scheduled to work.
- b) Up to three (3) days leave of absence with pay for a long term occasional teacher may be granted by the Director of Education or his/her delegate for the purpose of attending or arranging a funeral for a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild.

11.03 Jury Duty - A Long-Term Occasional Teacher who is absent from an assignment because of jury duty shall be paid the difference between the pay which she would have received for the scheduled assignment and the payment to which she is entitled as a juror.

11.04 Sick Leave - A Long-Term Occasional Teacher shall be entitled to two (2) days paid sick leave for each twenty (20) teaching days in the same assignment. Unused sick days will cease to be available at the end of each individual assignment and may not be carried over to another occasional teaching assignment.

Commencing from September 1, 2000 the days can be carried over to another long-term occasional assignment that commences in the same school year.

11.05 Professional Activity Days - 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** activities. **Casual Occasional Teachers may attend Professional Activity Days at their convenience at no pay subject to availability of space.**

11.06 i) Association Leave - The Board agrees to retain an Occasional Teacher who has been elected to the position of President of the Association on the Occasional Teacher List in an inactive status for a period of no greater than the school year in which the request for such status is made. The Association shall notify the Board in writing of its request and shall set out the estimated duration of the President's unavailability in the notice.

ii) An Occasional Teacher who is absent from duties due to Association Leave shall

retain seniority and pay. Such pay shall be reimbursed to the Board by the Association upon receipt of the invoice.

11.07 Maternity/Adoption Leave - An Occasional Teacher who, because of maternity or adoption of an infant, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status upon making application in writing for such status to the Administrator of Human Resources stating the reason for such request and the estimated duration of the period of unavailability. The maximum period of time such status may be maintained shall not exceed two (2) calendar years from the date of commencement of the leave and thereafter the Occasional Teacher shall be deemed to have resigned from the Occasional Teacher List.

ARTICLE XII: DURATION

12.01 This agreement shall stay in full force and effect from September 1, **1998** to August 31, **2001** and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other, in writing, not less than sixty (60) days and not more than one hundred and fifty (150) days prior to the expiration of the agreement of its desire to amend or terminate this agreement.

12.02 Negotiations pursuant to article 12.01 above shall commence within thirty (30) days of such notification unless otherwise agreed by the parties.

ARTICLE XIII: DAILY RATE OF PAY

13.01 The Board shall pay to casual Occasional Teachers in respect of each day of employment as an Occasional Teacher with the Board the following rate of pay:

a) Daily Rate of Pay in effect from Sept. 1, 1998 to Aug. 31, **2000**.

<u>Basic Rate</u>	<u>Vacation Pay</u>	<u>Statutory Holiday</u>	<u>In Lieu of Benefits</u>	<u>Total</u>
\$119.45	\$4.78	\$2.52	\$4.00	\$130.75

b) **Daily Rate of Pay in effect from Sept. 1, 2000 to Jan 31, 2001.**

<u>Basic Rate</u>	<u>Vacation Pay</u>	<u>Statutory Holiday</u>	<u>In Lieu of Benefits</u>	<u>Total</u>
\$130.25	\$5.21	\$2.61	\$4.43	\$142.50

c) **Daily Rate of Pay in effect from Feb. 1, 2001.**

<u>Basic Rate</u>	<u>Vacation Pay</u>	<u>Statutory Holiday</u>	<u>In Lieu of Benefits</u>	<u>Total</u>
\$131.62	\$5.27	\$2.63	\$4.48	\$144.00

13.02 i) A Long-Term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board's Teachers less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. Placement on the salary grid shall be in accordance with the

Long-Term Occasional Teachers recognized teaching experience and category placement. Payment on the Teacher's salary grid shall be retroactive to the first day of the long-term occasional assignment. The Long-Term Occasional Teacher shall be paid as set out herein until the expiry of the long-term assignment.

- ii) The vacation and statutory holiday pay to which the Long-term Occasional Teacher is entitled under applicable legislation shall be added to the rate set out in 13.02 (i) above.
- iii) "Recognized Teaching Experience" for the purpose of 13.02 (i) above shall mean previous school teaching experience recognized and approved by the Board.

The Board will consider that 190 full days of occasional supply teaching with this Board shall constitute one year of "recognized teaching experience".

The Board will consider that 95 teaching days shall constitute one-half year of experience.

- iv) In determining a Long-term Occasional Teacher's category for placement on the salary grid, the Board will be guided by the manner of determining category placement as set out in Q.E.C.O. Programme 3, June 1975.
Effective from August 31, 2001, in determining a Long-term Occasional Teacher's category for placement on the salary grid, the Board will be guided by the manner of determining category placement as set out in Q.E.C.O. Programme 4.
- v) It shall be the responsibility of the Long-term Occasional Teacher to provide the Board with his/her Qualification Rating Statement and the necessary supporting documents.

ARTICLE XIV: ASSOCIATION REPRESENTATION

- 14.01 The Association may appoint or otherwise select a Bargaining Committee which shall represent the Association in all negotiations with representatives of the Board, pertaining to renewal or amendment of this Agreement.

ARTICLE XV: BULLETIN BOARDS

- 15.01 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.

ARTICLE XVI: NO DISCRIMINATION

- 16.01 Each of the parties hereto agrees that there shall be no discrimination, interference, restraint or coercion exercised or practised upon any Occasional Teacher by reason of activity or non-activity in the Association.
- 16.02 **Where an Occasional Teacher alleges that she has been subjected to harassment, the Occasional Teacher shall follow the procedures under the**

Board's "Policy Against Harassment in the Workplace/School".

ARTICLE XVII: ACCESS TO RECORDS

- 17.01
- i) Upon one week's notice to the Administrator of Human Resources, an Occasional Teacher shall be entitled to peruse and make a copy of any report in his/her file.
 - ii) An Occasional Teacher shall be given a copy of any written document or evaluation report placed in their file.
 - iii) An Occasional Teacher shall be given a copy of such document or report within **ten (10)** school days of the occurrence. Failure to follow such time lines shall render the report null and void.

ARTICLE XVIII: RECORD OF DISCIPLINE

- 18.01 Any reports of warnings or reprimands shall be removed from the file after a period of four (4) years provided that further warnings or reprimands have not been taken against the Occasional Teacher during the four year period.

In order to have the warnings or reprimands removed from the file, the Occasional Teacher shall request such removal from the Manager of Collective Bargaining.

ARTICLE XIX: ITINERANT ALLOWANCE

- 19.01
- a) Where, approved and authorized by the Board, an Occasional Teacher is required to travel between teaching assignments on the same school day, an allowance of 28 cents per kilometre shall be paid in respect of the travel between schools in which the teaching assignments are located.
 - b) Effective September 1, 2000, where, approved and authorized by the Board, an Occasional Teacher is required to travel between teaching assignments on the same school day, an allowance of 30 cents per kilometre shall be paid in respect of the travel between schools in which the teaching assignments are located.**

ARTICLE XX: CORRESPONDENCE

- 20.01 All correspondence between the Board and the Association arising out of this Agreement or incidental thereto, shall pass to and from the President of the Association and the Board's Manager of Collective Bargaining.

ARTICLE XXI: STATEMENT OF EMPLOYMENT

- 21.01
- i) The Board shall provide all Occasional Teachers with a statement of days worked as an Occasional Teacher during the school year. This statement shall be sent by September 30th.
 - ii) Any corrections shall be sent into the Board by December 1st, of each year.

ARTICLE XXII: COMMITTEE REPRESENTATION

22.01 Whereas, the Board at its discretion constitutes a committee and invites or requests participation from the O.E.C.T.A. Occasional Local, such representative(s) shall be provided payment for such time spent in committee meetings, where such meetings are scheduled within a regular work day.

ARTICLE XXIII: ALLOCATION

23.01 The Occasional Teachers shall complete an Occasional Teacher Renewal Form identifying their placement on the **Elementary and/or Secondary** List as defined below.

Elementary List - **Qualified** Teachers available for Elementary school assignments.

Secondary List - **Qualified** Teachers available for Secondary school assignments.

A Teacher **subject to their qualifications** may choose to appear on **both lists**.

23.02 i) The allocation of casual work from the **Elementary** List will be done on a seniority basis except for specific program Ministry of Education qualifications such as Special Education and FSL.

ii) The allocation of casual work from the **Secondary** List will be done on a seniority basis subject to specialty/qualifications.

23.03 If an Occasional Teacher refuses three or more assignments from any list within forty (40) working days and does not provide an adequate reason(s) for refusal, the Board may remove the Occasional Teacher from the list.

23.04 For seniority as defined in Article 23.02, the total of casual occasional days and long term occasional days with this Board from the initial date of hiring shall be used for the initial establishment of the "**Occasional Teacher** List". The list shall be updated at each September 1st thereafter.

23.05 An Occasional Teacher shall not be required to perform the first supervisory duty on the first day of the Elementary assignment.

XXIV: CALL OUT PROCEDURE

24.01 i) The Board intends to continue making calls to Elementary Occasional Teachers through the supply teacher allocator only.

ii) The Board intends to continue to have calls made to Secondary Occasional Teachers made through the Principal or designate.

24.02 For each elementary work day the supply teacher allocator shall place calls to all Occasional Teachers on the **Elementary** List on a continuous rotation.

24.03 i) For each secondary work day the Principal or designate shall place calls to all Occasional Teachers on the **Secondary** List on a continuous rotation.

- ii) When all available Occasional Teachers in the **Secondary** List have been contacted through seniority and qualifications and if more Occasional Teachers are still needed to fill the day's assignments, the supply teacher allocator shall be notified.

24.04 The parties agree that where the Occasional Teacher is unavailable for assignment, such prior notice shall be sent by the Occasional Teacher to the supply teacher allocator.

24.05 Call may be placed prior to 8:30 a.m. Any call placed after 8:30 a.m. shall not be considered as a refusal.

24.06 The Local President shall have access to all manner of monitor and call out sheets on a bi-weekly basis.

ARTICLE XXV: WORKING CONDITIONS

25.01 In elementary schools a casual Occasional Teacher shall receive preparation and planning time in accordance with the regular teacher's timetable on the third consecutive instructional day in the same assignment.

In the secondary schools a casual Occasional Teacher shall receive preparation and planning time in accordance with a regular teacher's timetable on the third consecutive instructional day in the school.

For further clarity, a professional activity day shall not interrupt the continuity of the application of this article.

25.02 Notwithstanding 25.01 above, where an Occasional Teacher has replaced a Department Head, such Occasional Teacher shall be assigned to an on-call during the designated administration period.

ARTICLE XXVI: HIRING

26.01 Where the Board will be hiring new teachers on **probation** to the regular day schools in both the elementary and secondary panels, the Board shall provide an information posting of the available positions to the Occasional Teachers and to the local President by June 15 and the first Friday after Labour Day.

26.02 i) The Board shall interview a minimum of three (3) Occasional Teachers for each position.

ii) Unsuccessful candidates shall be entitled to an explanation of the reasons for their non-appointment upon inquiry.

26.03 The Board shall recognize qualifications and teacher evaluations as valid criteria for the successful candidate.

26.04 i) In addition, the Board shall commit to hiring a minimum of forty (40%) of the

eligible Occasional Teachers to the new and/or vacant positions prior to hiring externally.

- ii) **Effective from September 1, 2000 the Board shall commit to hiring a minimum of twenty-five (25%) of the eligible Occasional Teachers to the new and/or vacant positions prior to hiring externally.**

26.05 Notwithstanding the above, the collective agreements of the regular teachers shall be applied prior to the implementation of article 26.04.

IN WITNESS WHEREOF the Board and the Association have caused this Agreement to be signed in their respective names by their duly authorized representatives as of this _____ day of _____, **2000** at Hamilton, Ontario.

Signed on behalf of the Board:

_____	_____
_____	_____
_____	_____

Signed on behalf of the Association:

_____	_____
_____	_____

LETTER OF UNDERSTANDING - #1

The Board and the Association agree to meet during the course of the school year on at least five occasions, to review the occasional teacher assignments in both Elementary and Secondary Schools and, to reinforce the procedures and provisions of this agreement where necessary.

LETTER OF UNDERSTANDING - #2

PROCEDURE

REGARDING CALL IN OF CASUAL OCCASIONAL TEACHERS

This procedure could be amended from time to time if the Board has discussions with the Association fifteen (15) days prior to implementing the amendments.

OBJECTIVE:

This procedure has been written to clarify existing procedures, to be consistent with the collective agreement and provide for equitable distribution of "call-ins" in each of the schools.

PREAMBLE:

"Call-ins" will be done by rotation through the Elementary or Secondary list, whichever is appropriate.

"Call-ins" for Elementary school assignments will be done by the Supply Teacher Allocator.

"Call-ins" for Secondary school assignments will be done by the Principal or designate.

If a Teacher holds a long term occasional assignment of 1 period, the assignment will not be included for purposes of equitable distribution of "casual calls".

PROCEDURE:

- 1 Pursuant to article 23.01 of the collective agreement, this procedure will provide for an employee to be on the Elementary and/or Secondary Lists.
2. "Call-ins" will be done by rotation through the seniority list.
3. a) If there is a casual vacancy, the allocator or Secondary Principal/designate will contact the next qualified person (as per the Certificate of Qualification) on the above mentioned list.

For example, in Secondary Schools if there is a requirement for three grade 9 Geography Teachers then the allocator or Secondary Principal/designate would

contact the next three Occasional Teachers qualified in Geography.

- b) If there is no one on the lists who is qualified, then the allocator or Secondary Principal/designate will contact the next person on the seniority list.
- 4.
- a) If a teacher reports to the allocator or Secondary Principal/designate that he/she is not available to work on a day and it is their turn in rotation to be called, the allocator or Secondary Principal/designate will count the day as work time for the purposes of equitable distribution.
 - b) For purposes of rotation, once a call is made (refer to #6 below), then it will be considered as work time.
 - c) If an employee refuses an assignment because he/she cannot report to the school on time, it will be counted as a refusal (refer to #6 below - R - refusal).
5. Calls made after 8:30 a.m. will not be counted as a "refusal" etc. If an employee reports to work, that call in will be counted for purposes of rotation.
- a) If the employee is contacted for a work assignment for the current day:
 - i) and the employee refuses the assignment - then the allocator or Secondary Principal/designate will not count the refusal;
 - ii) and the employee accepts the assignment - then the allocator or Secondary Principal/designate will count the work time.
 - b) If the employee is contacted for a work assignment for a subsequent day:
 - i) and the employee refuses the assignment - then the allocator or Secondary Principal/designate will count the refusal;
 - ii) the employee accepts the assignment - then the allocator or Secondary Principal/designate will count the assignment.
 - c) If the employee is telephoned and there is no direct contact with the employee - then the allocator or Secondary Principal/designate will not count the telephone call.
6. The following codes are to be used when calls are made by the allocator or Secondary Principal/designate:
- 0** - Working at another school
 - R** - Refused/answering machine/no answer
 - Accepted assignment
 - B** - Telephone line is busy (not a refusal but will count as work time)
 - E** - Exempt due to call made after 8:30 a.m.
 - N/A** - Has reported not available for the day

HAMILTON-WENTWORTH ROMAN CATHOLIC SEPARATE SCHOOL BOARD
EVALUATION FOR "CASUAL" OCCASIONAL TEACHER

Purpose of Evaluation:

The Board has the right and the responsibility to employ competent teachers and to establish procedures for determining the teacher's competence.

- To provide:
- 1) a way of evaluating the performance of a casual Occasional Teacher on a casual assignment, and
 - 2) feedback to the casual Occasional Teacher in order to maintain and enhance performance.

Reference: Collective Agreement:

"1.06 Casual Occasional Teacher shall mean any Occasional Teacher employed by the Board to teach on a day to day basis for a teacher employed under a permanent, probationary or temporary contract."

- "17.01
- ii) An Occasional Teacher shall be given a copy of any written document or evaluation report placed in their file.
 - iii) **An Occasional Teacher shall be given a copy of such document or report ten (10) school days of the occurrence.**

- Procedure:
- When evaluating a casual Occasional Teacher, the Principal or Vice-Principal, after observation of the teacher, shall complete the evaluation form.
 - A copy of the evaluation form shall be provided to the casual Occasional Teacher within **ten (10) school** days of the evaluation.
 - For clarification regarding an evaluation, the casual Occasional Teacher shall contact the Principal or Vice-Principal **who completed the evaluation.**

CASUAL OCCASIONAL TEACHER'S NAME: _____

QUALIFICATIONS as per Certificate of Qualification (circle appropriate): Pr/Jr Jr/Int Int/Sr Secondary Subject(s): _____

SCHOOL/GRADE/SUBJECT AREA IF APPLICABLE: _____ EVALUATION BASED ON THE FOLLOWING DATE(S) OF OBSERVATION: _____

EVALUATION CRITERIA	*Highly Satisfactory	*Satisfactory	*Unsatisfactory	N/A	Indicate, where possible, any strengths/areas for improvement
Catholic witness: attitude of respect for the dignity of all					
Communications (in classroom and outside classroom)					
Classroom management (control, climate, etc.)					
Knowledge of Program (content, concepts, context) for Occasional Teachers in their area in which they are certified					
Organization (effective use of time, etc.)					
Initiative (needing minimal direction, etc.)					
Flexibility / co-operation (subject areas, changes, etc.)					
Following school procedures					
Teaching skills and methodology					

Principal's or Vice-Principal's comments relating to this placement: _____

Principal's/Vice-Principal's Name: _____ Signature: _____ Date: _____

Casual Occasional Teacher's Comments: _____

Casual Occasional Teacher's Signature: _____ Date: _____

Information contained in this report is collected under the legal authority of The Education Act and Regulations and The Municipal Freedom of Information and Protection of Privacy Act (1989).

c.c. Principal
Casual Occasional Teacher
Administrator - Human Resources Department

Note: Definitions of Highly Satisfactory, Satisfactory, Unsatisfactory and N/A are as follows:

Unsatisfactory - Suggests that the teacher's performance is at such a level that the observer is able to recommend that a fair degree of improvement is necessary. The observer will recommend changes in order to improve performance.

Satisfactory - Suggests that the teacher's performance meets expectations.

Highly Satisfactory - Suggests that the teacher's performance exceeds expectations.

N/A - Is not applicable or not able to assess.

HAMILTON-WENTWORTH ROMAN CATHOLIC SEPARATE SCHOOL BOARD
EVALUATION FOR LONG TERM OCCASIONAL TEACHERS

Purpose of Evaluation:

The Board has the right and the responsibility to employ competent teachers and to establish procedures for determining the teacher's competence.

- To provide:
- 1) a way of evaluating the performance of a long term Occasional Teacher on a casual assignment, and
 - 2) feedback to the long term Occasional Teacher in order to maintain and enhance performance.

Reference: Collective Agreement:

- 1.05
- a) "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of eighteen (18) or more consecutive teaching days as a replacement for a **regular** teacher.
 - b) **Effective September 1, 2000, "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of seventeen (17) or more consecutive teaching days as a replacement for a regular teacher.**
 - c) **Effective January 1, 2000, "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of sixteen (16) or more consecutive teaching days as a replacement for a regular teacher.**
 - d) **Effective August 31, 2000, "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of fifteen (15) or more consecutive teaching days as a replacement for a regular teacher.**
- "17.01
- ii) An Occasional Teacher shall be given a copy of any written document or evaluation report placed in their file.
 - iii) **An Occasional Teacher shall be given a copy of such document or report within ten (10) school days of the occurrence."**

- Procedure:
- When evaluating a long term Occasional Teacher, the Principal or Vice-Principal, after observation of the teacher, shall complete the evaluation form.
 - A copy of the evaluation form shall be provided to the long term Occasional Teacher within **ten (10) school** days of the evaluation.
 - For clarification regarding an evaluation, the long term Occasional Teacher shall contact the Principal or Vice-Principal **who completed the evaluation.**

LONG TERM OCCASIONAL TEACHER'S NAME: _____

QUALIFICATIONS as per Certificate of Qualification (circle appropriate): Pr/Jr Jr/Int Int/Sr Secondary Subject(s): _____

SCHOOL/GRADE/SUBJECT AREA IF APPLICABLE: _____ EVALUATION BASED ON THE FOLLOWING DATE(S) OF OBSERVATION: _____

EVALUATION CRITERIA	*Highly Satisfactory	*Satisfactory	*Unsatisfactory	N/A	Indicate, where possible, any strengths/areas for improvement
KNOWLEDGE					
1) Knowledge of the learner (eg. adapts to various needs of student)					
2) Knowledge of the program (eg. knowledge of curriculum)					

TEACHING SKILLS AND METHODOLOGY					
1) Skills in class management (eg. routine, planning, organization and discipline)					
2) Skills in planning/preparation (eg. short and long term plans, materials)					
3) Communicates effectively with students, parents and colleagues					
4) Techniques of instruction (eg. applies various teaching strategies and methods)					
5) Assessment and evaluation (eg. applies various forms of assessment and evaluation)					
6) Resourcefulness (eg. innovation, creativity, variety)					
PERSONAL AND PROFESSIONAL CONDUCT					
1) Professional attitude (eg. reliability, responsibility, punctuality)					
2) Adaptability (eg. managing the unexpected)					
3) Catholic witness: attitude of respect for the dignity of all					

Principal's or Vice-Principal's comments relating to this placement including contributions to the school community: _____

Principal's/Vice-Principal's Name: _____ Signature: _____ Date: _____

Long Term Occasional Teacher's Comments: _____

Long Term Occasional Teacher's Signature: _____ Date: _____

Information contained in this report is collected under the legal authority of The Education Act and Regulations and The Municipal Freedom of Information and Protection of Privacy Act (1989).

c.c. Principal
 Long Term Occasional Teacher
 Administrator - Human Resources Department

Note: Definitions of Highly Satisfactory, Satisfactory, Unsatisfactory and N/A are as follows:

Unsatisfactory - Suggests that the teacher's performance is at such a level that the observer is able to recommend that a fair degree of improvement is necessary. The

observer will recommend changes in order to improve performance.

- Satisfactory** - Suggests that the teacher's performance meets expectations.
- Highly Satisfactory** - Suggests that the teacher's performance exceeds expectations.
- N/A** - Is not applicable or not able to assess.

LETTER OF INFORMATION - #5

OCCASIONAL TEACHER RENEWAL FORM

SCHOOL YEAR APPLIED FOR 2000 - 2001

YOU ARE RESPONSIBLE FOR INFORMING THE BOARD OF CHANGES AS THEY OCCUR.

Part 1 PERSONAL INFORMATION

LAST NAME	FIRST	INITIAL	
NUMBER	STREET	APT. NO.	
CITY (TOWN)	PROVINCE	POSTAL CODE	TELEPHONE
ONTARIO COLLEGE OF TEACHERS REGISTRATION NUMBER:			

Part II QUALIFICATIONS: Teachers must be qualified to work as Occasional Teachers.

I hereby certify that I am a member in good standing with the Ontario College of Teachers.

Per enclosed Ontario Teachers Record Card, I am qualified to teach the following divisions:

- | | | | | |
|---------------------------------------|--------------------------------------|---------------------------------------|---|--|
| <input type="checkbox"/> PR.(JK-GR.3) | <input type="checkbox"/> JR.(GR.4-6) | <input type="checkbox"/> INT.(GR.7-8) | <input type="checkbox"/> INT.(GR.9-10)
SUBJ. QUAL. | <input type="checkbox"/> SR.(GR.11-0AC)
SUBJ. QUAL. |
|---------------------------------------|--------------------------------------|---------------------------------------|---|--|

Attached are copies of my qualifications (check appropriate area(s)):

- Ontario Teacher's Certificate (must be included) if not already on file
- Ontario Teacher's Qualifications Record Card (must be included) if not already on file
- QECO Qualification (if available) if not already on file
- Letters of Verification of Teaching Experience (all occasional & statutory assignments) if not already on file
- Other (i.e.) Additional Qualifications (if not already on file)

Part III TEACHING CALL-IN AREAS

Based on my qualifications and my preference as outlined above, I want my name to appear on the following list(s):

- Elementary List Secondary List

I certify that the statements made by me in the application are true and complete to the best of my knowledge and are made in good faith.

Signature

Date

To remain on the list, Occasional Teacher Renewal Forms are to be returned by June 30th of each year to: Administrator of Human Resources.

LETTER OF INFORMATION - #6

EMPLOYEE BENEFITS - OCCASIONAL TEACHERS

This letter is provided for the information and clarification of the eligibility for Teachers on certain Long Term Occasional Assignments for participation in the Board's Group Benefit Plan.

On commencement of a Long Term Occasional Assignment of a period of (5) five months or more, a Long Term Occasional Teacher is eligible to enroll in the following benefit programs:

- Group Life Insurance - \$15,000 maximum**
- Medical (including Drug Plan)**
- Vision Care**
- Dental**
- Semi-Private Hospital**

Once enrolled, the Long Term Occasional Teacher shall be eligible to participate for a period of (10) ten months or to June 30th in the year of enrollment, whichever occurs first.

One hundred percent of the premium contributions will be the responsibility of the Long Term Occasional Teacher. Should a Teacher who elects to participate in the benefits programs, fail to make the necessary and timely payments for the required premiums, their participation in the program may be terminated immediately.

Benefits may be continued during paid Sick Leave.

LETTER OF INFORMATION - #7

TEACHERS' TABLE OF SALARIES

The following information is provided for members of the OECTA Occasional Bargaining Unit:

- a) i) Elementary Salary Grid in effect from Sept. 1, 1998 to Aug. 31, 1999

<u>YRS. EXP.</u>	<u>CAT. A</u>	<u>CAT. A1</u>	<u>CAT. A2</u>	<u>CAT. A3</u>	<u>CAT. A4</u>
0	\$27,373	\$31,163	\$32,868	\$35,418	\$37,402
1	28,364	32,868	34,709	37,546	39,669
2	29,027	34,563	36,551	39,669	41,941
3	31,004	36,299	38,393	41,796	44,206
4	32,975	37,964	40,236	43,924	46,479
5	34,947	39,793	42,080	46,056	48,745
6	36,918	41,792	43,924	48,183	51,015
7	38,963	43,574	45,769	50,307	53,279
8	41,182	46,443	47,646	52,432	55,547
9	43,002	48,461	49,471	54,556	57,823
10	46,620	50,503	51,539	56,687	60,092
11	48,459	52,816	55,269	62,586	66,617

- ii) Elementary Salary Grid in effect from September 1, 1999 to August 31, 2000

<u>YRS. EXP.</u>	<u>CAT.A</u>	<u>CAT.A1</u>	<u>CAT.A2</u>	<u>CAT.A3</u>	<u>CAT.A4</u>
0	\$27,510	\$31,318	\$33,033	\$35,595	\$37,589
1	28,506	33,033	34,882	37,733	39,867
2	29,173	34,736	36,734	39,867	42,151
3	31,159	36,481	38,585	42,005	44,427
4	33,140	38,154	40,438	44,144	46,712
5	35,122	39,992	42,290	46,286	48,988
6	37,102	42,001	44,144	48,424	51,270
7	39,158	43,792	45,998	50,559	53,545
8	41,388	46,675	47,884	52,694	55,825
9	43,217	48,703	49,718	54,829	58,112
10	46,853	50,756	51,797	56,971	60,392
11	48,701	53,080	55,546	62,899	66,950

iii) Elementary Salary Grid in effect from September 1, 2000 to August 31, 2001

<u>YRS. EXP.</u>	<u>CAT. A</u>	<u>CAT. A1</u>	<u>CAT. A2</u>	<u>CAT. A3</u>	<u>CAT. A4</u>
0	\$27,647	\$31,475	\$33,198	\$35,773	\$37,777
1	28,648	33,198	35,057	37,922	40,066
2	29,318	34,910	36,917	40,066	42,362
3	31,315	36,663	38,778	42,215	44,649
4	33,306	38,344	40,640	44,364	46,945
5	35,297	40,192	42,501	46,518	49,233
6	37,288	42,211	44,364	48,666	51,527
7	39,353	44,011	46,228	50,811	53,813
8	41,595	46,908	48,123	52,958	56,104
9	43,433	48,947	49,967	55,103	58,402
10	47,087	51,009	52,056	57,256	60,694
11	48,945	53,345	55,823	63,213	67,284

iv) Secondary Salary Grid in effect from August 31, 2000

<u>YRS. EXP.</u>	<u>CAT. A</u>	<u>CAT. A1</u>	<u>CAT. A2</u>	<u>CAT. A3</u>	<u>CAT. A4</u>
0	\$28,328	\$31,475	\$33,198	\$35,773	\$37,777
1	29,879	33,198	35,057	37,922	40,066
2	31,419	34,910	36,917	40,066	42,362
3	32,997	36,663	38,778	42,215	44,649
4	34,510	38,344	40,640	44,364	46,945
5	36,173	40,192	42,501	46,518	49,233
6	37,989	42,211	44,364	48,666	51,527
7	39,610	44,011	46,228	50,811	53,813
8	42,218	46,908	48,123	52,958	56,104
9	44,052	48,947	49,967	55,103	58,402
10	45,908	51,009	52,056	57,256	60,694
11	48,012	53,345	55,823	63,213	67,284