

A G R E E M E N T

between

**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, 2004 - August 31, 2008

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Recognition	1
II	Association Dues	2
III	Management Rights	3
IV	Strikes and Lockouts	3
V	Grievance Procedure	3
VI	Arbitration	5
VII	Occasional Teacher List	6
VIII	Occasional Teacher Renewal Form	8
IX	Job Posting	8
X	Reporting Pay	10
XI	Leaves	11
XII	Duration	12
XIII	Daily Rate of Pay	12
XIV	Association Representation	13
XV	Bulletin Boards	13
XVI	No Discrimination/Harassment	13
XVII	Access to Records	14
XVIII	Record of Discipline	14
XIX	Itinerant Allowance	14
XX	Correspondence	14
XXI	Statement of Employment	15
XXII	Committee Representation	15
XXIII	Allocation	15
XXIV	Call Out Procedure	15
XXV	Working Conditions	16
XXVI	Hiring	16

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Letter of Understanding - #1	19
	Letter of Understanding - #2 - Call-In of Casual Occasional Teachers	19
	Letter of Information #3 - Evaluation for Casual Occasional Teacher	21
	Letter of Information #4 - Evaluation for Long Term Occasional Teachers	23
	Letter of Information #5 - Occasional Teacher Renewal Form	25
	Letter of Information #6 - Employee Benefits	26
	Letter of Understanding #7 - Criminal Records Check	26
	Letter of Understanding #8 - New Teacher Induction Program	26
	Letter of Information #9 - Teachers' Table of Salaries	27

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 Effective September 1, 2004, "An Occasional Teacher" shall mean **an** Occasional Teacher who is employed for a period of thirteen (13) or more consecutive teaching days **as** a replacement for a regular teacher.
- 1.06 a) "Casual Occasional Teacher" shall mean **any** Occasional Teacher employed by the Board to teach on a day to day basis for a teacher employed **as** a regular teacher.
- b) "**A** Long Term Occasional Teacher" shall mean **an** Occasional Teacher who **has** been approved for a long term position in accordance with Articles 1.05 and 1.08.
- 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.
- For **an** Occasional Teacher assigned to an intermittent predetermined placement, 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 regular teacher begins **as a** short-term absence and **an** Occasional Teacher is assigned to said position by the Substitute Employee Management System (SEMS), 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 shall:

i) post the position in accordance with article 9 of the Agreement. The Occasional Teacher initially assigned shall remain in the assignment until the posting is filled.

ARTICLE II: ASSOCIATION DUES

- 2.01 The Board agrees **as** required by **s.47** 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 that designated yearly **by** the association **to an annual maximum** of the regular members' fee.
- 2.02 The mount **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. **The** General Secretary 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.
- 2.06 **An** up-to-date Occasional Teachers' list shall be sent to the Association by October **3** 1st of each year. **An** amended list shall be provided to the Association every two **(2)** months thereafter. The list shall include **the names**, addresses, telephone numbers and the College of Teachers' Registration Qualification number.
- 2.07 In addition **to** the Occasional Teachers' List, the **Board** shall provide the Association with a separate list of the names of the persons **who** are employed to replace teachers **on** a per diem basis when **no** Occasional Teacher **is** available for placement **as** per Regulation 298, Section 21.
- 2.08 a.) The board shall continue to deduct a \$1.00 levy **from** each pay period where earnings occur, from each Occasional Teacher in the Bargaining Unit.
- b.) Such levies shall be remitted to the Treasurer of the Hamilton-Wentworth O.E.C.T.A. Occasional Teacher Local on the last business day of each month. Said remittance shall be accompanied by a list of the names **of** the individual Occasional Teachers from whom deductions were made, **the** pay period the deductions were made in and the total of the yearly deductions to date per member.

- c) The Hamilton-Wentworth O.E.C.T.A. Occasional Teacher Local may, from time to time, request a change in the amount of the levy by providing thirty (30) days notice, in writing, to the Administrator of **Human** Resources.

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 Human Resources Manager 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 **Human** Resources Manager 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 **Human** Resources Manager 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 **Human** Resources Manager **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 but excluding school holidays **as** defined by the Ministry of Education.

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 a) 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.
- b) Either party may refer the matter to **an** expedited process pursuant to section 49 to the Labour Relations Act.

ARTICLE VII: OCCASIONAL TEACHER LIST

- 7.01 i) "Occasional Teacher List" shall mean a list maintained and utilized by the Board's Substitute Employee Management System (SEMS) in **allocating** assignments in both the elementary and **secondary** panels. **Such** list is to include all Occasional **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 31st.
- ii) 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.

- iii) 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 regular grid teachers in the elementary and secondary panels of the Board.

For **clarification** the number of Occasional Teachers eligible for the Occasional Teacher List in accordance with the 16% cap shall be determined by the following:

- Occasional Teachers on a long term occasional assignment shall be excluded from the cap while he/she is **on** a long term assignment.
- Occasional Teachers who have indicated on his/her profile that they are available for only program assignments i.e. library or special education shall be excluded **from** the cap.
- Occasional Teachers who are retired teachers and have worked for the Board in a school year the **maximum** number of days permitted by the Ontario Teachers' Pension Plan without affecting their pension, are excluded from the calculations. Such Occasional Teachers upon reaching the maximum number of **days** permitted by the Ontario Teachers' Pension Plan shall be retained on the Occasional Teacher List in **an** inactive status in that school **year** and **return** to active status **at** a position on the List based on their accumulated seniority in the following school year and shall be accounted thereafter **as** a .5 FTE toward the cap calculation.
- Occasional Teachers who are inactive or on a leave **as** per Articles 7.01 ii., 11.05 and 11.06 are excluded **from** the 16% cap.

- iv) 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, for **an** assignment due to the specific qualifications required and the Local **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 be registered with the Ontario College of Teachers and have **an** Ontario Teacher Certificate or Interim Certificate of Qualification 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 registration, 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.

Effective September, 2007 **an** Occasional Teacher who has completed fifty (50) days over 20 consecutive instructional **months** 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 fifty (50) days teaching within a twenty consecutive instructional month 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 President of the Local shall be informed **of the Board's** intentions at the **same time as** the Occasional Teacher is notified, 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 Local shall be informed of the removal of a member **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 with a copy to the Local President.

- iii) Vacancies for long term occasional assignments which are identified in the months of July and August for the forthcoming school year, shall be posted in September at the commencement of the school year.
- 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 last for a period for five **(5)** working days.

All posting shall be available on the "LTO Hotline" through out **the** duration of the posting period.

All postings shall be posted on the internal electronic mail First Class system

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

- vii) The **Board** shall notify the President of the Local of the name **of** the successful candidate and unsuccessful applicants 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. The applicant shall provide a Written, faxed or e-mailed notice of his/her application to the President of the Local.
- 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, **fax** numbers and e-mail addresses 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) 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 the duration of the call-out and may be assigned duties for such period.
- 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 current policy on Inclement Weather - Emergency School Closings dated October 1, 2002.
 - 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 for one-half day.
 - iii) A half (1/2) day, assignment for **an** Occasional Teacher shall be **as set** out below:
 - a. **An** elementary school half (1/2) **day** assignment shall be for a **morning** or afternoon and shall not include **any** supervisions during the school's lunch period.
 - b. A secondary school half (1/2) day assignment shall be defined **as two** periods of assignment within a **3** consecutive period block of time.
- 10.03 The Written record of the occasional teaching assignment allocator or the SEMS system, **as** the case may be, 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 consecutive teaching days 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. In this circumstance the 8 or more consecutive teaching days shall be credited to the Occasional Teacher for the purposes of qualifying for a Long Term Assignment **and** the calculation of salary entitlement.
- 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 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.

11.02 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**.

11.03 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. The days **can** be carried over to another long-term occasional assignment that commences in the same school year.

11.04 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.

- 11.05
- i) Association Leave - The Board agrees to retain an Occasional Teacher who has been elected to the position of President of the Local **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.
 - iii) The Board shall reimburse up to a maximum of a total of ten days for the Occasional Teacher Representative(s) to attend meetings with Board officials during the school day, exclusive of those meetings for direct negotiations with Board officials.

11.06 Pregnancy and Parental 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, 2004 to August 31, 2008.
- 12.02 Negotiations pursuant to article 12.01 above shall commence subject to the Acts and Regulations.

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:

Daily Rate of Pay in effect from September 1, 2004

Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$160.79	8.79	6.15	\$ 175.73

Daily Rate of Pay in effect from September 1, 2005

Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$164.01	8.96	6.27	\$ 179.24

Daily Rate of Pay in effective from February 1, 2006

Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$168.36	9.20	6.44	\$ 184.00

Daily Rate of Pay in effect from September 1, 2006

Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$172.02	9.40	6.58	\$ 188.00

Daily Rate of Pay in effective from February 1, 2007

Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$175.22	9.57	6.71	\$ 191.50

Daily Rate of Pay in effect from September 1, 2007

Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$ 177.51	9.70	6.79	\$ 194.00

Daily Rate of Pay in effect from August 31, 2008

Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$ 179.34	9.80	6.86	\$ 196.00

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

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

- iv) Effective **from** September 1, 2004, 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 5.
- 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
- i) 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.
 - ii) Time spent during negotiations with the Board shall be deemed not to interrupt **any** period of continuous service for the purposes of **this** agreement. The Occasional Teacher members of **the** Hamilton Wentworth Occasional Teacher Local OECTA, shall be paid **by** the Board, the daily casual rate of **an** Occasional Teacher for such day(s)/or part day(s) or the Long Term Occasional rate if **a** member of the Occasional Teachers' negotiating team is working **as** a Long Term Occasional Teacher, as the case may be.

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/HARASSMENT

- 16.01
- Each of the parties hereto agrees that there shall be no discrimination, interference, restraint or coercion exercised or **carried** upon any Occasional Teacher by reason of activity or non-activity in the Association.

16.02 Where **an** Occasional Teacher alleges that he/she has been subjected to harassment, the Occasional Teacher shall follow the procedures under the Board's "Policy Against Discrimination and Harassment in the Workplace/School" dated November, 2004.

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 personnel file.
 - ii) An Occasional Teacher shall be given a copy of any Written document or evaluation **report** placed in their personnel 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 Human Resources Manager or designate.

ARTICLE XIX: ITINERANT ALLOWANCE

- 19.01
- a) Effective September 1, 2004, 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 32 cents per kilometre shall be paid in respect of the travel between schools in which the teaching assignments are located.
 - b) Effective the start of the **month** following the date of ratification, of **this** agreement **an** Occasional Teacher required to travel between teaching assignments on the same school day shall receive reimbursement for actual milage (kilometers) travelled at the current Board approved rate **as** amended from time to time. Current effective rate is 39 cents per kilometer.

ARTICLE XX: CORRESPONDENCE

20.01 All correspondence between the Board and the Association arising out of **this** Agreement or incidental there to, shall pass to and from the President of the Local and the Board's Human Resources Manager or designate.

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 to the Occasional Teacher by September 30th.
- ii) Any corrections to the statement arising **from** Article 21.01 (i) shall be sent to 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 shall 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 shall be **done on** a seniority basis subject to **specialty/qualifications**.

- 23.03 If **an** Occasional Teacher declines three or more assignments from any list within forty **(40)** working days **and** does not provide an adequate **reason(s)** for declining, 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 Seniority List". The seniority list shall be updated at each September 1st thereafter.

XXIV: CALL OUT PROCEDURE

- 24.01 The **Board** shall employ the Substitute Employee Management System (**\$EMS**) to facilitate the call out procedures **on** a continuous rotation **from** the Occasional Teacher List.

- 24.02 The parties agree that where the Occasional Teacher is unavailable for assignment, such prior notice shall be reported to the Substitute Employee Management System (SEMS).
- 24.03 When SEMS calls **an** Occasional Teacher on the morning of an assignment prior **to** the start time of that said assignment and is unable to contact the Occasional Teacher then a decline for the position will be noted on the statistics pertaining to that said teacher. **An** Occasional Teacher shall **modify** their period of unavailability **on** the SEMS system to avoid receiving calls for that said day. Any call placed after 8:30 a.m. by SEMS shall not be counted **as a** decline.
- 24.04 The President of the Local shall receive **bi-weekly** reports showing Occasional Teacher activity.

ARTICLE XXV: WORKING CONDITIONS

- 25.01 i.) 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.

- ii. Commencing September 1, 2006 in elementary schools **a** casual Occasional Teacher shall receive preparation and planning **time** in accordance with the regular teacher's timetable on the **second** consecutive instructional day in the same assignment.

Commencing September 1, 2006 in the secondary schools a casual Occasional Teacher shall receive preparation and planning time in accordance with **a** regular teacher's **timetable** **on** the second 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 A teacher assigned for a one-half day, who indicates to the Principal **or** designate that **he/she** has another one-half day assignment in the system on that day, shall not **be** required to do **any** supervision at lunch time.
- 25.03 **An** Occasional Teacher shall not be required to **perform** the first supervisory duty on the first day of the Elementary assignment.

ARTICLE XXVI: HIRING

- 26.01 Where the **Board** will be hiring new teachers 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 President of the Local in June **and** in September if required.

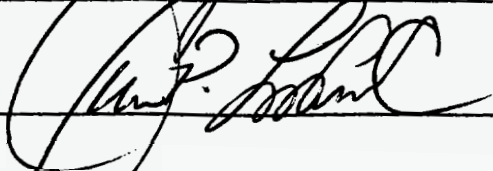
- 26.02 i) **The Board shall** interview a minimum of three (3) Occasional Teachers for each position.
ii) Unsuccessful candidates shall be entitled to **an** explanation **of** the reasons for their non-appointment upon inquiry.
- 26.03 The Board shall recognize qualifications **and** teacher evaluations **as** valid criteria for the successful candidate.
- 26.04 In addition, the Board shall commit **to hiring a minimum of twenty five percent (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.

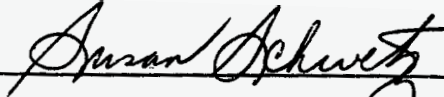
IN WITNESS WHEREOF the Board and the Association have caused this Agreement to be signed in their respective names by their duly authorized representatives as of this 4th day of July, 2006 at Hamilton, Ontario.

Signed on behalf of the Board:



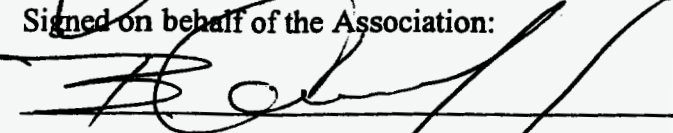


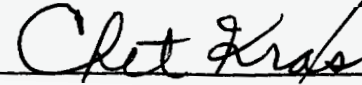








Signed on behalf of the Association:














LETTER OF UNDERSTANDING - #1

The Board and the Association agree to meet during the course each school year on at least four 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 OUT OF CASUAL OCCASIONAL TEACHERS

OBJECTIVE:

This procedure has been written to clarify the existing procedures, to be consistent with the collective agreement and provide for a suitable distribution of "call-out" assignments. The SEWS Quick Reference guide for Occasional Teachers is included as an item of information in this letter.

PREAMBLE:

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

"Call-outs" for Elementary school assignments shall be done by SEWS.

"Call-outs" for Secondary school assignments shall be done by SEWS.

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 daily call outs."

PROCEDURE:

1. Pursuant to article 23.01 of the collective agreement, this procedure shall require that the Occasional Teacher's name is on the Elementary and/or Secondary Occasional Teacher Lists.
2. "Call-outs" will be done by rotation through the seniority list.
3. a.) If there is a casual vacancy, the SEWS system shall contact the next qualified person (as per the Certificate of Qualification) on the above mentioned list.
b.) If there is no one on the lists who is qualified, then the SEWS system shall contact the next person on the seniority list.
4. a.) **If** an Occasional Teacher reports to the SEWS system that he/she is not available to work on a day and it is their turn in rotation

- t o be called, the SEMS system will count the day as work time for the purposes of equitable distribution.
- b) Any calls made by the SEMS system as coded and listed below will be considered as work time for the purposes of call-out rotation.
 - c) **If** an Occasional Teacher declines an assignment because he/she cannot report to the school **on** time, it will be counted as a decline.
 - d) The SEMS system is programmed to initiate call outs as follows:

Sunday - Thursday 6:00 p.m. - 9:00 p.m.
Weekdays - 6:45 a.m. until the start time of the job
 - e) The following codes are currently used by SEMS to show the activity of an Occasional Teacher:
Accept
Decline
Hang Up/Answering Machine
No Answer
No Ring
Busy
Intercept (Phone service provider issue)
 - f) An Occasional Teacher can also cancel his/her assignment prior to the start time of the job he/she has been issued.

5. To hear a Job Offer:
- a.) Enter your PIN
 - b.) Press 1 to hear job information
 - c.) Press 1 to accept job or Press 9 to decline job

Any job offer which is declined using code 9, reason 2 will constitute a decline as defined in Article 23.03.

In the circumstances where an absence is created following the normal start time of the school day, an Occasional Teacher who is contacted by SEMS and who elects to decline, the vacancy, shall not be recorded as a decline

6. The Occasional Teacher who reports his/her unavailability to the SEMS system will not be subject to a record of decline for any eligible position that may be available on such day(s.)

**HAMILTON-WENTWORTH CATHOLIC DISTRICT 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 as 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 ten (10) school days of the occurrence. Failure to follow such times lines shall render the report null and void.

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.

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-WENWORTH CATHOLIC DISTRICT 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 Effective **August 31, 2004**, "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of thirteen (13) 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. Failure to follow such time lines shall render the report null and void.

- 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)					

EVALUATION CRITERIA				
Indicate, where possible, any strengths/areas for improvement	*Highly Satisfactory	*Satisfactory	*Unsatisfactory	N/A
	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 _____

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

Part I 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. |
|---------------------------------------|--------------------------------------|---------------------------------------|---|--|

J/I/S Subject area qualified for as registered with Ontario College of Teachers (please list) _____

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

- Ontario Teacher's Certificate (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. Occasional Teachers are reminded to send any updated QECO ratings to the Board.

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 **(4)** four 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 UNDERSTANDING - #7

CRIMINAL RECORDS **CHECK**

The information collected through the Ontario Education Services Corporation O.E.S.C. shall be maintained **in** strict confidence and in a separate secure area for storage **in** the Human Resources Department.

The Teachers' yearly Offence Declarations shall be held and stored under the same parameters and conditions **as** the O.E.S.C. information.

LETTER OF UNDERSTANDING - #8

The parties acknowledge the mutual agreement and understanding that **two** representatives of the Occasional Teachers Local shall be included on any committee **established** for the purposes of review and implementation of the Ministry of Education New Teacher Induction Program (NTIP.)

LETTER OF INFORMATION - #9

TEACHERS' TABLE OF SALARIES

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

i) Salary Grid effective August 31, 2004

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	cat. A4
0	31,227	35,556	37,502	40,411	42,675
1	32,358	37,502	39,603	42,838	45,260
2	33,115	39,435	41,704	45,260	47,855
3	35,371	41,416	43,806	47,687	50,437
4	37,620	43,315	45,909	50,115	53,033
5	39,869	45,402	48,011	52,550	55,616
6	42,117	47,683	50,115	54,974	58,208
7	44,451	49,717	52,221	57,397	60,791
8	46,982	52,990	54,362	59,824	63,376
9	49,057	55,292	56,445	62,246	65,975
10	53,186	57,620	58,804	64,678	68,564
11	55,285	60,261	63,061	71,408	76,006

ii) Salary Grid in effect from September 1, 2004 - August 31, 2005

Yrs. Exp.	Cat. A	Cat. A1	cat. A2	Cat. A3	Cat. A4
0	31,852	36,267	38,252	41,220	43,528
1	33,006	38,252	40,395	43,695	46,165
2	33,777	40,224	42,538	46,165	48,812
3	36,079	42,244	44,682	48,641	51,445
4	38,373	44,181	46,827	51,117	54,093
5	40,667	46,311	48,971	53,601	56,728
6	42,960	48,637	51,117	56,074	59,372
7	45,340	50,711	53,265	58,545	62,006
8	47,921	54,050	55,449	61,020	64,644
9	50,038	56,398	57,573	63,491	67,294
10	54,250	58,772	59,980	65,972	69,935
11	56,390	61,466	64,322	72,836	77,526

iii) Salary Grid in effect from September 1, 2005 - August 31, 2006

Yrs. Exp.	Cat. A	Cat. A1	cat. A2	Cat. A3	Cat. A4
0	32,489	36,992	39,017	42,044	44,399
1	33,666	39,017	41,203	44,569	47,088
2	34,453	41,029	43,389	47,088	49,788
3	36,800	43,089	45,576	49,614	52,474
4	39,140	45,065	47,764	52,140	55,175
5	41,480	47,237	49,951	54,673	57,862
6	43,819	49,610	52,140	57,195	60,559
7	46,247	51,725	54,331	59,716	63,246
8	48,880	55,131	56,558	62,241	65,937
9	51,039	57,526	58,725	64,761	68,640
10	55,335	59,947	61,180	67,291	71,334
11	57,518	62,695	65,609	74,293	79,077

iv) Salary Grid in effect from September 1, 2006 - August 31, 2007

Yrs. Exp.	Cat. A	cat. A1	cat. A2	Cat. A3	Cat. A4
0	33,301	37,917	39,992	43,095	45,509
1	34,507	39,992	42,233	45,683	48,265
2	35,314	42,054	44,473	48,265	51,033
3	37,720	44,166	46,715	50, a54	53,786
4	40,119	46,191	48,958	53,443	56,555
5	42,517	48,418	51,199	56,040	59,309
6	44,914	50,850	53,443	58,625	62,073
7	47,403	53,019	55,689	61,209	64,828
8	50,102	56,509	57,972	63,797	67,585
9	52,315	58,964	60,193	66,380	70,356
10	56,718	61,446	62,709	68,973	73,117
11	58,956	64,263	67,249	76,150	81,054

v) Salary Grid in effect from September 1, 2007 - August 30, 2008

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	34,300	39,055	41,192	44,388	46,874
1	35,543	41,192	43,500	47,053	49,713
2	36,374	43,316	45,808	49,713	52,564
3	38,852	45,491	48,116	52,380	55,400
4	41,322	47,577	50,426	55,046	58,251
5	43,792	49,870	52,735	57,721	61,088
6	46,262	52,375	55,046	60,384	63,935
7	48,825	54,609	57,360	63,045	66,772
8	51,605	58,204	59,711	65,711	69,613
9	53,885	60,733	61,999	68,371	72,467
10	58,419	63,289	64,590	71,043	75,310
11	60,725	66,190	69,266	78,435	83,486

vi) Salary Grid effective August 31, 2008

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	34,540	39,328	41,480	44,699	47,202
1	35,791	41,480	43,804	47,383	50,061
2	36,628	43,619	46,128	50,061	52,932
3	39,124	45,810	48,453	52,746	55,787
4	41,611	47,910	50,779	55,432	58,659
5	44,099	50,219	53,104	58,125	61,516
6	46,585	52,742	55,432	60,807	64,383
7	49,167	54,991	57,761	63,486	67,240
8	51,966	58,612	60,129	66,170	70,100
9	54,262	61,158	62,433	68,850	72,974
10	58,828	63,733	65,042	71,540	75,838
11	61,150	66,654	69,751	78,984	84,070

32