

AGREEMENT

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, 2008 - August 31, 2012

12780 (04)

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Preamble

The Hamilton Wentworth Catholic District School Board and the Hamilton Wentworth Occasional Teachers (OECTA Bargaining Unit) are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

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, "A 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.
- 1.06 a) "Daily 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 occasional 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:

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 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. 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 in the Bargaining Unit shall be mandatory on the first day of work.
- 2.06 The Board shall provide the Bargaining Unit with a 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.
- 2.07 a) The Board shall 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 Bargaining Unit 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 Bargaining Unit 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 resolved 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 a) At all formal steps a grievance, to be acceptable under this agreement, shall:
- i) be in writing,
 - ii) specify the article(s) allegedly violated by number,
 - iii) contain a precise statement of the facts relied upon,
 - iv) indicate the redress sought,
 - v) be sent by registered mail, or fax, or delivered in person,
 - vi) not be subject to change after submission,
 - vii) be signed by the Occasional Teacher and a representative of the Occasional Teacher Bargaining Unit.
- b) At all stages or steps a member shall be accompanied by a representative of the Bargaining Unit and/or 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: a Bargaining Unit and/or 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 A representative of the Bargaining Unit and/or 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 Board of Arbitration. 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 Board of Arbitration.
- 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 Board of Arbitration.
- 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 Board of Arbitration 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 Board of Arbitration 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 single 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 a) "Occasional Teacher List" shall mean a list maintained and utilized by the Board's Substitute Employee Management System (SEMS) in allocating Occasional Teachers in both the elementary and secondary panels. The list shall include names, addresses, telephone numbers, First Class e-mail address if one has been created and the College of Teachers' Registration Qualification number. A preliminary list shall be submitted to the President of the Occasional Teachers Bargaining Unit or designate by the first school day in September, with a final list, including additions and deletions, submitted by October 31st.

An amended list shall be provided to the President of the Bargaining Unit or designate every two (2) months thereafter.

(Administrative, E-mail addresses may change)

- b) 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, on a single occasion, shall be 12 months from the date of approval by the Administrator of Human Resources of such status for the Occasional Teacher. Immediately upon completion of the twelve (12) month period, the Occasional Teacher shall indicate in writing to the Administrator of Human Resources that he/she has returned to the Occasional Teacher List. If the teacher fails to indicate that he/she intends to return to the Occasional Teacher List, or fails to return, after having indicated their intention to return, he/she shall be deemed to have resigned from the list. In the event that the Board intends to remove an Occasional Teacher from the Occasional Teacher list, the President of the Bargaining Unit or designate shall be informed prior to removal.
- c) The number of teachers on the Occasional Teacher List shall be limited to an amount not to exceed twenty-two percent (22%) 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 22% cap shall be determined by the following:

- Occasional Teachers on a Long-Term occasional assignment shall be excluded from the calculation of the cap while he/she is on a Long-Term assignment.
- Occasional Teachers who have indicated on his/her profile that they are available only for program assignments e.g. 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 shall be excluded from the calculation of the cap. 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 retired teachers and have been restricted to work a maximum of twenty (20) days as permitted by the Ontario Teachers' Pension Plan shall be accounted as a .1 FTE towards the cap calculation.
- Occasional Teachers who are inactive or on a leave as per Articles 7.01 b), 11.05 and 11.06 are excluded from the 22% cap.

- d) The number of Occasional Teachers on the Occasional Teacher List may only exceed the level of twenty-two percent (22%) if the Board is unable to provide an Occasional Teacher from the Occasional Teacher list, for an assignment due to the specific qualifications required and the President of the Bargaining Unit has been consulted prior to the additional name(s) being added to the Occasional Teacher list.

7.02 To be eligible for placement on the Occasional Teachers List the Occasional Teacher must be registered with the Ontario College of Teachers and the Occasional Teacher shall 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 shall submit proof with the College of Teachers, 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 a) 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.

- b) 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.
- c) 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
- a) By June 30th of the school year, an Occasional Teacher shall submit the Occasional Teacher Renewal Form and Offence Declaration Form (refer to Letter of Information #5/Letter of Understanding #7) to the Administrator of Human Resources to indicate his/her willingness in remaining active on the Occasional Teacher List and interest in Long -Term Occasional Teacher assignments for the next school year.
 - b) It shall be the responsibility of the Occasional Teacher to obtain the Occasional Teacher Renewal Form and the Offence Declaration Form. Such forms shall be made available at the schools, at the Board Office and on the Board's website.
 - c) The Board shall use those Occasional Teachers from the Occasional Teacher List, as per Article 8.01(i) who have indicated an interest in doing Long-Term Occasional Teacher assignments for the following school year.

ARTICLE IX: JOB POSTING

- 9.01
- a) Each Long-Term Occasional Teacher shall receive a letter stating the following as it relates to the assignment: duration, location, pay schedule, assignment and the regular teacher being replaced within fifteen (15) working days following the Board approval of the appointment.
 - b) Predetermined and intermittent assignments shall be posted in the Board's schools, Central Office and sub-offices or facilities with a copy to the President of the Occasional Teacher Bargaining Unit or designate.
 - c) 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.
 - d) All postings shall be approved and dated by the Administrator of Human Resources.
 - e) All postings shall be directed to the attention of the Principal in all of the Board's schools.
 - f) 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 President of the Bargaining Unit or designate via fax or e-mail on the first day of the posting.

- g) The Board shall notify the President of the Bargaining Unit or designate of the name of the successful candidate, the name of the regular teacher the Occasional Teacher is replacing and the names of the unsuccessful applicants within two (2) working days following the filling of the position.
- h) 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 Bargaining Unit or designate.
- i) Postings for all Long-Term assignments shall include the following information:
 - i) the scheduled or anticipated dates for the duration of the assignment
 - ii) the name of the school and school Principal
 - iii) the grade(s) level and/or subject of the Long-Term assignment
 - iv) the minimum qualifications for the assignment as required by the Board and the Education Act and Regulations
 - v) closing date for applications
 - vi) the addresses, fax numbers and e-mail addresses of the Board and President of the Bargaining Unit
- j) The selection of the successful candidate shall be in accordance with the qualifications outlined in the posting.
- k) 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
 - a) 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.
 - b) 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.

- c) A half (1/2) day, assignment for an Occasional Teacher shall be as set out below:
- i.) 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.
 - ii.) 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 written notice or pay in lieu of 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 shall 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 shall 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 he/she would have received for the scheduled assignment and the payment to which he/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. Accumulated sick days can be carried over to another Long-Term Occasional Teacher 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(s) occur 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 Day. Daily Occasional Teachers may attend Professional Activity Days at their convenience at no pay.
- 11.05 a) Association Leave - The Board agrees to retain an Occasional Teacher who has been elected to the position of President of the Bargaining Unit on the Occasional Teacher List in an inactive status for the duration of his/her term of office. The Association shall notify the Board in writing and shall set out the duration of the term of office and estimated duration of the President's unavailability.
- b) An Occasional Teacher who is absent from duties due to Association Leave shall accumulate seniority for days worked on behalf of the Bargaining Unit and shall receive compensation as per Article 13. Such compensation shall be reimbursed to the Board by the Association upon receipt of the invoice.
- c) 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 the birth or adoption of a child, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status upon making application in writing 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, 2008 to August 31, 2012.
- 12.02 Negotiations pursuant to article 12.01 above shall commence subject to the Acts and Regulations.
- 12.03 All provisions covering salary, allowances and hourly rates shall be binding on both parties retroactively to September 1, 2008 except as specifically noted.

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, 2008			
Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$191.19	10.45	7.31	\$ 208.95

Daily Rate of Pay in effect from September 1, 2009			
Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$196.92	10.76	7.53	\$ 215.21

Daily Rate of Pay in effective from February 1, 2010			
Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$202.83	11.08	7.76	\$ 221.67

Daily Rate of Pay in effect from September 1, 2011			
Basic	Statutory/Vacation Pay	In Lieu of Benefits	Total
\$208.91	11.42	7.99	\$ 228.32

- 13.02 a) A Long-Term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board's Teachers. For each day of employment as a Long-Term Occasional Teacher the Board shall compensate the Long-Term Occasional Teacher at the rate of 1/194 of the grid rate for each day worked as per Letter of Information #12. The grids as set out in Letter of Information #12 are inclusive of vacation and statutory holiday pay. Placement on the salary grid shall be in accordance with the Long -Term Occasional Teachers recognized teaching experience and category placement as per Q.E.C.O. 5 . 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.
- b) "Recognized Teaching Experience" for the purpose of 13.02 (i) above shall mean previous teaching experience as a certified teacher with a publicly funded school Board or such other teaching experience as 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 full days of occasional teaching with this Board shall constitute one-half year of experience.
- c) 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.
- d) 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 a) 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.
- b) 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 Bargaining Unit 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 and the Bargaining Unit 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 a) 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.
- b) An Occasional Teacher shall be given a copy of any written document or evaluation report placed in their personnel file.
- c) 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 Where, approved and authorized by the Board, an Occasional Teacher who is required to travel between teaching assignments on the same school day, shall receive reimbursement for actual mileage (kilometers) travelled at the current Board approved rate as amended from time to time.

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 Bargaining Unit, or designate, and the Board's Human Resources Manager or designate.

ARTICLE XXI: STATEMENT OF EMPLOYMENT

- 21.01 a) 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.
- b) 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 Teacher Bargaining Unit, 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 a) 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.
- b) 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 on the morning of the assignment, 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 The seniority of an Occasional Teacher as defined in Article 23.02, shall mean the total of daily occasional days and Long-Term occasional days worked 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. The Occasional Teacher

Seniority List shall be forwarded to the President of the Bargaining Unit or designate, on or before October 31st of each year and posted on First Class.

.XXIV: CALL OUT PROCEDURE

- 24.01 The Board shall employ the Substitute Employee Management System (SEMS) to facilitate the call out procedures on a continuous rotation from the Occasional Teacher List as set out in Letter of Understanding #2.
- 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 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 Bargaining Unit or designate shall receive bi-weekly reports showing Occasional Teacher activity.

ARTICLE XXV: WORKING CONDITIONS

- 25.01 In elementary schools a daily 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.
- In the secondary schools a daily 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 An Occasional 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 teachers to permanent positions in the regular day schools in either the elementary or secondary panels, the Board shall provide an open posting to the Occasional Teachers and to the President of the Bargaining Unit or designate in June. The posting shall include all known vacancies at the time of the posting and shall solicit interest for any Occasional Teacher who wishes to obtain a permanent position. The posting shall remain open up to and including September 30 of the following school year. Applicants to the posting

shall be considered for any vacancy for which they have the required qualifications as per the Education Act.

- 26.02 a) The Board shall interview a minimum of three (3) Occasional Teachers for each position.
- b) 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 qualified Occasional Teachers to the new and/or vacant positions prior to hiring externally.
- 26.05 Notwithstanding the above, the applicable provisions of the collective agreements of the regular teachers shall be applied prior to the implementation of article 26.04.
- 26.06 In the event that the Board intends to place member(s) of the Hamilton-Wentworth Elementary Unit, OECTA or Hamilton Secondary Unit OECTA into Long-Term Occasional positions as a result of redundancies, prior to such placement, the Board shall inform the President of the Bargaining Unit of the number of teachers being assigned and the location of such assignments.

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 21day of October, 2008 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 DAILY OCCASIONAL TEACHERS

OBJECTIVE:

This procedure has been written to clarify the existing procedures, to be consistent with the collective agreement and provide for equitable distribution of “call-out” assignments. The SEMS 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 SEMS.

“Call-outs” for Secondary school assignments shall be done by SEMS.

If a Teacher holds a Long-Term Occasional assignment of 1 period, the assignment will not be included for purposes of equitable distribution of “daily call outs.”

PROCEDURE:

1. Pursuant to article 23.01 of the collective agreement, this procedure shall require that the Occasional Teacher’ 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 SEMS 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 SEMS system shall contact the next person on the seniority list.
4. a.) If an Occasional Teacher reports to the SEMS system that he/she is not available to work on a day and it is their turn in rotation

to 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 DAILY 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 daily Occasional Teacher on a casual assignment, and
 - 2) feed back to the daily Occasional Teacher in order to maintain and enhance performance.

Reference: Collective Agreement:

- 1.06 Daily 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 daily 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 daily Occasional Teacher shall contact the Principal or Vice-Principal who completed the evaluation.

DAILY 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: _____

Daily Occasional Teacher's Comments: _____

Daily 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
Daily 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 - #4

HAMILTON-WENTWORTH 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 "Long-Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period as set out in Article 1.05 as a replacement for a regular teacher.
- 17.01
- b) An Occasional Teacher shall be given a copy of any written document or evaluation report placed in their file.
 - c) 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)					
PERSONAL AND PROFESSIONAL CONDUCT					
1) Professional attitude (eg. Reliability, responsibility, punctuality)					

EVALUATION CRITERIA	*Highly Satisfactory	*Satisfactory	*Unsatisfactory	N/A	Indicate, where possible, any strengths/areas for improvement
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 - #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 UNDERSTANDING - #9

In the event that the Board intends to alter or change the automatic call-out system, the Board shall consult with the Hamilton-Wentworth Occasional Teacher Bargaining Unit prior to any implementation.

LETTER OF UNDERSTANDING - #10

An Occasional Teacher Handbook update shall be issued, following ratification of this agreement, to show an example of a posting for permanent positions as described in Article 26.01 and the suggested formats for replies to this posting.

LETTER OF UNDERSTANDING - #11

The parties agree to form a joint committee to collaborate in an effort to consolidate, simplify and clarify the existing collective agreement. The Committee shall be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Bargaining Unit.

This committee shall have its initial meeting no later than 90 working days after ratification of this collective agreement and shall forward recommendations to the parties not later than May 31, 2011. The recommendations of the committee shall not have the effect of amending the existing collective agreement or changing the intent of any of its provisions, but it shall serve as the mutually agreed starting point for negotiations for a new collective agreement effective September 1, 2012.

LETTER OF INFORMATION - #12

TEACHERS' TABLE OF SALARIES

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

Salary Grid effective September 1, 2008

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	35,576	40,508	42,724	46,040	48,618
1	36,865	42,724	45,118	48,804	51,563
2	37,727	44,928	47,512	51,563	54,520
3	40,298	47,184	49,907	54,328	57,461
4	42,859	49,347	52302	57,095	60,419
5	45,422	51,726	54,697	59,869	63,361
6	47,983	54,324	57,095	62,631	66,314
7	50,642	56,641	59,494	65,391	69,257
8	53,525	60,370	61,933	68,155	72,203
9	55,890	62,993	64,306	70,916	75,163
10	60,593	65,645	66,993	73,686	78,113
11	62,985	68,654	71,844	81,354	86,592

Salary Grid in effect from September 1, 2009

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	36,643	41,723	44,006	47,421	50,077
1	37,971	44,006	46,472	50,269	53,110
2	38,859	46,275	48,937	53,110	56,156
3	41,507	48,600	51,404	55,958	59,184
4	44,145	50,828	53,871	58,808	62,231
5	46,785	53,277	56,338	61,665	65,262
6	49,422	55,954	58,808	64,510	68,304
7	52,161	58,340	61,279	67,352	71,335
8	55,131	62,181	63,791	70,200	74,369
9	57,567	64,883	66,235	73,043	77,418
10	62,411	67,614	69,003	75,897	80,457
11	64,874	70,713	73,999	83,794	89,190

Salary Grid in effect from September 1, 2010

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	37,743	42,975	45,326	48,844	51,579
1	39,110	45,326	47,866	51,777	54,703
2	40,024	47,664	50,405	54,703	57,840
3	42,752	50,058	52,946	57,637	60,960
4	45,469	52,353	55,488	60,572	64,098
5	48,188	54,876	58,028	63,515	67,220
6	50,905	57,633	60,572	66,445	70,353
7	53,726	60,090	63,117	69,373	73,475
8	56,785	64,047	65,705	72,306	76,600
9	59,294	66,829	68,222	75,234	79,741
10	64,283	69,643	71,073	78,174	82,870
11	66,820	72,835	76,219	86,308	91,866

Salary Grid in effect from September 1, 2011

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	38,875	44,264	46,686	50,309	53,126
1	40,283	46,686	49,302	53,330	56,344
2	41,225	49,094	51,917	56,344	59,575
3	44,034	51,560	54,534	59,366	62,789
4	46,834	53,923	57,152	62,389	66,021
5	49,634	56,522	59,769	65,420	69,237
6	52,432	59,362	62,389	68,439	72,464
7	55,338	61,893	65,011	71,454	75,679
8	58,488	65,968	67,676	74,475	78,898
9	61,072	68,834	70,269	77,491	82,133
10	66,211	71,732	73,205	80,519	85,356
11	68,825	75,020	78,505	88,897	94,622

October 22, 2008

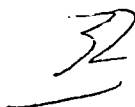
Mr. Chet Kras
Hamilton-Wentworth Occasional Bargaining Unit
OECTA

Dear Chet:

This letter shall confirm the mutual understanding and agreement reached during negotiations that a retired teacher, who is a member of the Hamilton-Wentworth Occasional Bargaining Unit and is restricted to twenty (20) days of assignment within a school year under the Teachers Pension Plan shall be exempt from the application of article 7.05 (a) of the collective agreement.

Yours truly,

Jim LoPresti
Administrator of Human Resources

A handwritten signature or set of initials, possibly "JL", written in dark ink.