

COLLECTIVE AGREEMENT

between

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO
(hereinafter called the "Board")

and

**THE EASTERN ONTARIO
OCCASIONAL TEACHERS' LOCAL OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**
(hereinafter called the "Association")

Effective
September 1, 2004 – August 31, 2008

This Collective Agreement is not numbered in an identical manner to the original.
Please use this document for contract development and member education only.

Use the original, signed-off Collective Agreement for grievance processing
and collective bargaining. It is available from the Unit President.

12826(02)

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PREAMBLE

Whereas, it is the common goal of the parties to this agreement to provide the best possible exemplary Catholic Education service for the children entrusted to our care; and

whereas, to achieve that goal it is essential that the Board and the Occasional Teachers maintain a harmonious relationship;

the Board and the Occasional Teachers desire by this agreement to establish the salaries and terms and conditions of employment which govern the Occasional Teachers.

Nothing in this agreement shall jeopardize or prejudicially affect the rights of this Separate School Board as established under the British North America Act.

The parties to this agreement agree that all persons covered by this agreement should respect the philosophy of Catholic Education.

ARTICLE 1: DEFINITIONS

- 1.01 “Teacher” shall mean a teacher as defined in the *Education Act* and employed by a board to teach in a regular program but does not include a supervisory officer, a principal, or an instructor in a teacher-training institution.
- 1.02 “Occasional Teacher” shall mean an Occasional Teacher as defined in the Education Act. For the purpose of this Act, a teacher is an Occasional Teacher if he or she is employed by a board to teach as a substitute for a teacher or temporary teacher who is or was employed by the board in a position that is part of the regular teaching staff.
- 1.03 “Casual Occasional Teacher” shall mean any Occasional Teacher employed by the Board other than a Long-term Occasional Teacher.
- 1.04 “Long-Term Occasional Teacher” shall mean an Occasional Teacher who has worked for a period of the following consecutive days as a replacement for a Teacher as follows:
2005-2006 sixteen days (16 days)
2006-2007 sixteen days (16 days)
2007-2008 fifteen days (15 days)
- 1.05 “Occasional Teacher List” shall mean a list of all qualified Occasional Teachers, including those on a Letter of Permission, accepted by the Board to teach.
- 1.06 “Working day” shall be defined as a day other than Saturday, Sunday or a school holiday.
- 1.07 Whenever the singular or feminine gender is used in this agreement, it shall be considered as if the plural or masculine has been used where the context of the agreement so requires, and the converse shall apply equally.
- 1.08 “Local Executive” means the Occasional Teacher Local Executive
- 1.09 “Association” means OECTA, the bargaining agent.

ARTICLE 2: RECOGNITION

- 2.01 The Board recognizes the Ontario English Catholic Teachers' Association as the sole and exclusive bargaining agent for all Occasional Teachers employed by the Board.
- 2.02 The Board agrees to recognize the O.E.C.T.A. Occasional Local Executive and their appointed representatives.
- 2.03 The Association may appoint or otherwise select a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board for a renewal of this Agreement.

ARTICLE 3: SCOPE

3.01 No teacher as defined in 1.01 shall be covered by this agreement. However, any teacher who is covered by the *Education Act*, who is legally employed as an Occasional Teacher, shall be covered by this agreement in respect of such Occasional Teacher employment.

ARTICLE 4: ASSOCIATION SECURITY

- 4.01 Occasional Teachers employed by the Board shall become members of the Association after having worked a minimum of one (1) full day.
- 4.02 The Board shall supply the local Association with an up-to-date list of Occasional Teachers by October 31st of each year. An amended list shall be provided to the local Association every two (2) months thereafter.
- The list shall include the following information about the Occasional Teacher:
- a) Name, Address, Telephone Number;
 - b) Confirmation that each is a member in good standing with the Ontario College of Teachers.
- 4.03 The Board shall provide the Association with a list of people employed as Long-Term Occasional Teachers, with the lists reported in 4.02 above.
- 4.04
- a) Prior to a discussion relating to casual assignments at the Liaison Committee as outlined in Article 10 the Board shall provide upon request by the local association data pertaining to casual assignments.
 - b) The Board shall provide the long-term assignments, listing the school, the name of the teacher being replaced, and the name of the Casual Teacher/person assigned to the LTO assignment and the duration of the assignment by October 31st and every two (2) months thereafter.

ARTICLE 5: ASSOCIATION DUES

- 5.01 The amount of union dues to be deducted monthly shall be determined by the Association in accordance with its constitution and the Board shall be advised in writing of the amount of such dues. The Association (OECTA) shall provide in writing reasonable notice to the Board of any change in the monthly deductions. It is also understood that in the event of an unqualified person being assigned, the equivalent of association dues will be remitted to the Association.
- 5.02 a) The amount of union dues deducted in accordance with Article 4 and 5 shall be remitted to the General Secretary of the Association on or before the 5th day of the month immediately following the month of the deduction. Remittances shall be accompanied by a computer listing indicating the Occasional Teacher's name, social insurance number, and the amount of the dues deducted.
- b) The Board shall provide the local unit of OECTA with a copy of the Occasional Teachers' monthly union dues report, which is submitted to Provincial OECTA.
- 5.03 The Association (O.E.C.T.A.) shall indemnify and save the Board harmless from any claims, suits, attachments, or other form of liability as a result of such deductions authorized by O.E.C.T.A.

ARTICLE 6: ASSOCIATION REPRESENTATION

- 6.01 The Association may appoint or otherwise select a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board in the settlement of a collective agreement.
- 6.02 Where a prospective Long-Term Occasional Teacher is required to attend negotiation meetings during the period required to qualify for a long-term occasional position, the day(s) spent at negotiations shall be considered as teaching day(s) for the purpose of accumulating the above-mentioned period. It is understood that the days spent attending negotiations meetings are without pay.
- 6.03 The Association shall notify the Board in writing of names of the officers and members of the Bargaining Committee and of any changes therein from time to time.
- 6.04 The Board shall provide a copy to the Association of any correspondence, which may arise in the administration of this agreement.

ARTICLE 7: LEAVES OF ABSENCE

7.01 Association Representation

- a) An Occasional Teacher who is elected to the position of President of the Association shall, if the duties of the office are such that the President is required to be unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but for no longer than one school year at a time.
- b) The Local of the Association may, if it so chooses, designate one Occasional Teacher to assist in Association business. If such Occasional Teacher thereby becomes unavailable for assignment, such Occasional Teacher shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one school year at a time.

7.02 A Long-Term Occasional Teacher shall be entitled to the following:

- a) Sick Leave:
two (2) days paid sick leave for each twenty (20) consecutive teaching days in the same assignment. Unused sick leave days will be available at the end of each individual assignment and may be carried over to another Long-Term Occasional Teaching assignment within the same school year.
- b) Bereavement Leave:
 - i) Compassionate leave of five (5) days at the death of spouse, mother, father, persons in loco parentis, children, brother, sister or grandchildren shall be granted without deduction from sick leave credits.
 - ii) Compassionate leave of three (3) days at the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparents shall be granted without deduction from sick leave credits.
 - iii) Additional time may be granted upon request at the discretion of the Director of Education or the Director of Education's designate.
- c) Jury Duty, Witness
 - i) Leave with pay shall be granted when a Long-Term Occasional Teacher is required to appear in court by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he or she is not a party or one of the persons charge.
 - ii) The Occasional Teacher shall submit to the Board a certificate signed by a court representative testifying to his or her presence at court.
 - iii) The Occasional Teacher shall deposit with the Director of Education or the Director of Education's designate the full amount of compensation received exclusive of reimbursement of expenses incurred by the Occasional Teacher.
 - iv) If the Occasional Teacher does not deposit the full amount of compensation stipulated in iii) above, salary deduction will occur.
 - v) These days shall not be deducted from sick leave credits.
- d) Personal Leave
Long-Term Occasional Teachers, in assignments of six (6) months or more duration shall be entitled to one (1) day for urgent personal reasons, provided the teacher notifies his or her immediate supervisor as soon as possible before the leave is to be taken. This leave will be deducted from sick leave credits.

ARTICLE 7: LEAVES OF ABSENCE (continued)

7.03 Quarantine

Every Long-Term Occasional Teacher is entitled to salary, despite absence from duty in any case where, because of exposure to a communicable disease, the Occasional Teacher is quarantined or otherwise prevented by the order of the medical health authorities from performing his or her duties. The days shall not be deducted from sick leave credits.

7.04 Unavailable for Assignments

- a) An Occasional Teacher who because of illness, pregnancy, paternity, adoption of a child, or other personal reasons becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability.
- b) Any Occasional Teacher becoming unavailable for assignment pursuant to 7.01 and 7.04 a) above shall inform the Human Resources Department of the date of commencement of and return from the period of unavailability.

ARTICLE 8: RIGHTS

8.01 Management Rights / Just Cause

Subject to the terms and conditions of this agreement, the Board shall retain the customary rights of management which shall include among others, the right to hire, deploy, direct, promote, demote, discipline or discharge teachers for just cause, the right to determine the means and method instruction and special programs and the rights to establish policies, rules and regulations for efficient operation, provided that the teachers' rights set forth in this agreement, including the use of grievance procedure and arbitrations shall not be abridged, curtailed or modified by this clause. The Board shall exercise these rights in a fair and equitable manner.

8.02 The Board shall not act in a manner inconsistent with the express provisions of this agreement, and federal or provincial laws and regulations.

8.03 Nothing in this Agreement is intended to or shall be interpreted to diminish or restrict in any way, the rights of the Board to maintain and operate a Roman Catholic school system.

8.04 Teachers' Rights

The Board agrees that the teachers reserve unto themselves all rights consistent with this agreement, and federal and provincial laws and regulations.

8.05 Health and Safety

The Board and Teachers agree to respect the Ontario Occupational Health and Safety Act and participate in a Joint Health and Safety Committee as outlined in the occupational Health and Safety Act.

8.06 Assault

The Board and Teachers recognize that all employees have a right to freedom from assault including verbal, physical, threats and intimidation.

8.07 Harassment

The Board and the Teachers agree that all employees have a right to freedom from harassment in the workplace as outlined in the Human Rights Code of Ontario.

8.08 Offense Declaration

Any changes to the current offence declaration shall only be implemented in conjunction with the Association.

8.09 Medical/Physical Procedures

No teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence.

8.10 There shall be no discrimination against any teacher in regard to employment or any term or condition of employment because the teacher is or was a member of the Association or is or was exercising any right under this agreement or any act and/or regulation.

ARTICLE 8: RIGHTS (continued)

- 8.11 a) All Occasional Teachers on the system Occasional List who have expressed an interest in writing to teach on a permanent basis with the Board shall be given consideration to vacancies.
- b) Occasional Teachers who were not successful shall be afforded a face-to-face debriefing with the decision-maker if such debriefing is requested in writing by the Occasional Teacher.

ARTICLE 9: POSTING

- 9.01 The Board shall allow the Association to post notices related to Association business on the bulletin boards located in the school staff rooms.
- 9.02 All correspondence between the Board and the Association arising out of this agreement, or incidental thereto, shall pass to and from the Administrator of Human Resources and the Association. The Director of Education and the President of the Eastern Ontario Unit of OECTA shall receive a copy of all correspondence.

ARTICLE 10: LIAISON COMMITTEE

- 10.01 The Board and the Association agree to establish a Liaison Committee composed of up to three (3) representatives from the Board and three (3) representatives from the Association. The representatives of the Board and of the Association will each nominate one of their members as Co-chairperson. The Co-chairpersons shall determine by mutual agreement the time and the place of the meeting and its agenda. The chair shall alternate between the Co-chairpersons.
- 10.02 The purpose of the Liaison Committee will be to discuss matters of mutual concern excluding grievances which have already been filed under Article 11.

ARTICLE 11: GRIEVANCE PROCEDURE

- 11.01 a) Notwithstanding the steps outlined in Article 11.02, it is the mutual desire of the Board and the Association that all complaints and grievances shall be addressed as quickly as possible.
- b) An Occasional Teacher grievance under this Agreement shall be defined as any difference or dispute between the Board and any Occasional Teacher which related to the interpretation, application or administration of this Agreement.
- c) An Association Grievance is defined as a difference or dispute of this agreement which concerns a number or all of the Occasional Teachers relating to the interpretation, application or administration of this Agreement.

11.02 Occasional Teacher Grievances

The following procedure shall be adhered to in processing grievances:

Step 1

In the event of a grievance by any Occasional Teacher, he/she shall take the matter up with the principal, or the Board, within, and not after, twenty (20) working days after the Occasional Teacher became aware or ought to have become aware of the incident or circumstances giving rise to the grievance.

Step 2

Failing satisfactory settlement at Step 1, the Occasional Teacher shall file a grievance by submitting a concise statement of the facts complained of and the redress sought. The Administrator of Human Resources shall convene a meeting with the grievor and the Association representative within ten (10) working days of receipt of the letter of grievance. The Administrator of Human Resources shall render a written decision to the Association.

Step 3

If the grievance remains unresolved after Step 2, the Occasional Teacher may take the matter to the Association for consideration with respect to Arbitration.

11.03 Association Executive Grievances

- a) In the event of an Association grievance, the Local President shall take the matter up with the Administrator of Human Resources within, and not after, twenty (20) working days from the time the Association became aware or ought to have become aware of the incident or circumstances giving rise to the grievance.
- b) Association grievances shall commence at Step 2 of the grievance process.

11.04 Arbitration

- a) After exhausting the grievance procedure, either party may notify the other party in writing of its desire to submit the difference or allegation to either a single arbitrator, or a Board of Arbitration, as agreed to by the parties. In the event the parties do not agree on the selection of either a Board of Arbitration, or a single arbitrator, it is agreed that a Board of Arbitration will be selected. The Board of Arbitration shall be composed of each party's nominee and a mutually agreed upon Chair.

ARTICLE 11: GRIEVANCE PROCEDURE (continued)

- 11.04 b) The decision of the Arbitrator/Board of Arbitration shall be binding to both parties.
- c) Each party shall share equally the cost of the remuneration and expenses of the Arbitrator/Board of Arbitration.
- d) The Arbitrator/Board of Arbitration shall limit its actions to an interpretation of this Agreement, and its application and administration, and shall not change its provisions, or substitute any new provisions.

11.05 Expedited Arbitration

- a) Notwithstanding the procedure above, either party may request expedited arbitration according to the current Ontario Labour Relations Act.
- b) A written request may be made after the grievance procedure has been exhausted up to arbitration or after thirty (30) days have elapsed from the time which the grievance was first brought to the attention of the other party, whichever occurs first.
- c) Despite b) above, where the grievance is respecting discharge or other termination of employment, a request in writing may be made after the grievance procedure has been exhausted or after fourteen (14) days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever occurs first.

11.06 Individual/Group Grievance

The grievor/grievors may be accompanied or represented by the Association at any or all steps of the Grievance/Arbitration Procedure.

ARTICLE 12: ACCESS TO RECORDS

- 12.01 Any Occasional Teacher shall have access to their personnel file upon their request in writing. The Occasional Teachers' files shall be examined in the presence of the person authorized by the Board. The Occasional Teacher, upon request, shall be provided with a photocopy of any document from the file at cost to the employee.
- 12.02 a) A copy of all principals' reports on an Occasional Teacher shall be given to the said Occasional Teacher. The Occasional Teacher may reply to such report and such reply shall be appended to such report.
- b) If the Board confirms retention of the information, the teacher's position as to the accuracy of such information shall be appended to such report if the teacher so chooses.
- 12.03 If an Occasional Teacher disputes the accuracy of information in the file, the Occasional Teacher may request, in writing, to have information corrected or have specific information removed. The Board shall within thirty (30) calendar days confirm retention of the information, amendment of the reference documents or removal of the information and advise the Occasional Teacher.

ARTICLE 13: OCCASIONAL TEACHERS' LIST ASSIGNMENTS

- 13.01 The Board shall establish an Occasional Teachers' List. This shall mean the total of any sub-lists kept by the Board's Human Resources Department.
- 13.02 To be eligible for inclusion on the Occasional Teachers' List, an Occasional Teacher must satisfy the requirements of the Education Act and its regulations.
- 13.03 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification and all other required documentation.
- 13.04 In order for an Occasional Teacher to be accepted for placement on the Occasional Teachers' List, the Occasional Teacher shall:
- a) select a geographic area or geographic areas;
 - b) elect to be placed on a "Specialty List" provided the Occasional Teacher holds the appropriate qualifications and/or;
 - c) select one or more of the following divisions:
 - primary
 - junior
 - intermediate-elementary
 - intermediate-secondary
 - senior
 - d) specify days and time of availability
 - e) The Occasional Teachers' List shall be renewed each year as per the eligibility outlined in 13.02 and 13.03. All active Occasional Teachers will receive an application for renewal no later than June 15th of each year.
 - f) each Occasional Teacher will receive confirmation of placement on the Board Occasional Teacher list by August 30th.
- 13.05 Only Occasional Teachers on the Occasional Teachers' list will be assigned work deemed by the Board to be necessary and approved by the Board as a result of a teacher absence. It is understood that not all teacher absences will require the assignment of an Occasional Teacher and that unqualified persons will be assigned work only after the list of qualified teachers is exhausted. It is also understood that in the event of an unqualified person being assigned, the equivalent of association dues will be remitted to the Association.
- 13.06 Work shall be distributed on the basis of alphabetical order on the list.
- 13.07 For the purposes of assigning work, Occasional Teachers will be contacted by the central dispatch service in as timely a fashion as is allowed by the circumstances of any one teacher absence. However, it is understood that, generally, Occasional Teachers will receive the call from the dispatch service during the following times:

TIME	DAYS
Between 6:00 am to 10:00 am Between 6:00 pm to 11:00 pm	Monday to Friday
Between 6:00 pm to 11:00 pm	Sunday night

ARTICLE 13: OCCASIONAL TEACHERS' LIST AND ASSIGNMENTS (continued)

- 13.08 Pre-assignment of Casual Occasional Teachers to a particular classroom may be when a specific teacher is out of the classroom on a regular basis carrying out Board approved business:
- a) Board committee responsibilities
 - b) Faculty of Education responsibilities
 - c) Any responsibilities as approved by the Director or designate
 - d) Association meetings or representation
 - e) Any other circumstances which would warrant pre-assignment would be subject to approval by both the Board and the Association.
- 13.09 a) Each Casual Occasional Teacher shall be assigned only the regularly scheduled supervision duties and work load of teachers being substituted.
- b) Each Casual Occasional Teacher assigned to the Secondary panel shall be available for one-half or a period on the first day of the assignment, for small group enrichment and/or remediation. Where the preparation needs of the Occasional Teacher's assignment have been fulfilled, the principal may through mutual agreement with the occasional teacher assign on-call responsibilities during the Occasional Teacher's scheduled preparation and planning time. On subsequent days of this assignment, other duties may be assigned, as agreed upon by both the Occasional Teacher and the Principal.
- 13.10 The Occasional Teacher is required to mark only work assigned that day and is not required to stay beyond 15 minutes after classes.

ARTICLE 14: TEACHING EXPERIENCE

- 14.01 On appointment of a Long-Term Occasional contract, all duly certified teaching experience previously gained under a Long-Term Occasional, Permanent or Probationary contract, and acquired when holding a valid teaching certificate recognized by the Ontario College of Teachers, shall be recognized.
- 14.02 Long-Term Occasional teaching experience with this Board shall be recognized as teaching experience. One hundred and ninety (190) days shall constitute one (1) year of experience.
- 14.03 Experience for salary purposes for Long-Term Occasional Teachers who teach less than full-time equivalent shall be pro-rated.

ARTICLE 15: LONG-TERM OCCASIONAL ASSIGNMENTS

- 15.01 When a teacher under probationary or permanent contract with the Board is pre-scheduled to be absent from teaching duty and the Board decides to replace the contract teacher with a Long-Term Occasional Teacher, and the Board has two (2) weeks notice prior to the beginning of the assignment, the Board shall post the position on a bulletin board in each school. A copy of such postings shall be mailed to the Association and the Local Executive, with a copy to the Eastern Ontario Unit of OECTA. The final selection will be based on the applicant who is the most qualified and suitable for the position.
- 15.02 Each Long-Term Occasional Teacher shall receive a letter of appointment from the Board, with a copy to the Association, specifying the name of the statutory teacher being replaced, the duration and salary. As outlined in Article 16 and 17, a true copy of such letter shall be rendered to the Occasional Teacher. Failure by the Board to render such letter does not remove the Occasional Teacher's rights under 1.04 (Appendix "A").
- 15.03 Each long-Term Occasional Teacher shall be assigned only the regularly scheduled supervision duties, personal professional development days and work load of the Teacher being substituted.
- 15.04 As per Article 15.03, all teachers under a Long-Term Occasional Contract shall be granted, for use as teacher-directed personal professional development days, a maximum of two days, per school year, per full-time teaching position. The Long-Term Occasional Teacher shall be entitled to a share of the unused portion of the two aforementioned days in direct proportion to time spent in the assignment. Entitlements shall be calculated in minimums of half (0.5) days, not to exceed the maximum allocation of two (2) days, per position, per school year. All entitlements shall be pro-rated for part-time assignments.
- | | | | | |
|--------------------------------|---|------------------------|---|-------------|
| <u># of days in assignment</u> | x | Unused base allocation | = | Entitlement |
| 194 | | (max. 2 days) | | |
- 15.05 In determining whether to grant a Long-Term Occasional Contract of Employment, the Board shall not regard Professional Development or Activity days which are not worked or Board recognized holidays or Ministry recognized grant days as breaking the consecutiveness of days involved.
- 15.06 In the event that the Long-Term Occasional Teacher's Contract of Employment is to be terminated prior to the original termination date, the Long-Term Occasional Teacher shall be given five (5) teaching days notice *or* five (5) days pay in lieu of notice.
- 15.07 Long-Term Occasional Teachers with an assignment commencing in September and finishing at the end of the school year, shall be eligible for enrolment in the Boards' benefit plan. Should a Long-Term Occasional Teacher commence an assignment in September, and should that assignment be extended until the end of the school year, the Long-Term Occasional Teacher shall become eligible for enrolment in the Boards' benefit plan, effective as at the first date of the renewal of the term.

15: LONG-TERM OCCASIONAL ASSIGNMENTS (continued)

15.08 Long-Term Occasional Teachers with an assignment of more than three (3) months' duration, and ineligible for benefits as per Article 15.07, shall receive four dollars (\$4.00) per day, in lieu of benefits.

It is further agreed that a committee comprised of representatives from the Association and the Board will be established to investigate the possibility of developing a benefit plan for the Occasional Teachers.

ARTICLE 16: METHOD OF PAYMENT

16.01 a) Effective September 2004, a Casual Occasional Teacher employed by the Board shall be paid a daily salary as follows:

Qualified without degree:

94% of OECTA Elementary Teacher's grid, Category A0-0 divided by 194

Qualified with degree:

95% of OECTA Elementary Teacher's grid, Category A1-0 divided by 194

- b) A Long-Term Occasional Teacher shall be paid a daily rate according to the attached salary grid (Appendix "B") divided by 194.
- c) The categories shown in the attached salary grid (Appendix "B") shall be in accordance with those established under QECO, Programme 5. Long-Term Occasional Teachers must, for the purpose of Article 16, produce an official QECO Programme 5 document indicating the proper placement within one of these categories.
- d) A Long-Term Occasional Teacher who has met all the requirements for a higher level of qualification is entitled to an adjustment in salary as of the date of the completion of the course leading to a higher level of qualification providing that he or she submits proof of receipt from QECO for a revised statement. This proof must be submitted to the Board within six (6) months of the completion of the course. Failing to submit within the six (6) months time frame will result in an adjustment in salary as of the day the Board receives the documents.
- e) Vacation and statutory holiday pay shall be deemed included in the salary as stipulated in Article 16.01 a) and 16.01 b).

16.02 Occasional Teachers shall be paid bi-weekly. Pay statements are to be mailed immediately upon issue. The Board shall endeavour to ensure that an Occasional Teacher shall receive pay no more than two (2) weeks following the work assignment.

16.03 The Board shall deposit Occasional Teachers' salary cheques in accounts of Canadian financial institutions of the individual Occasional Teacher's choice.

ARTICLE 17: REPORTING PAY

- 17.01 An Occasional Teacher who reports for half-day placements as a result of a dispatching error on the part of the Board shall be paid a half-day's pay for reporting as required.
- 17.02 An Occasional Teacher who reports for a full-day placement as a result of a dispatching error on the part of the Board shall be paid a full day's pay for reporting as required.
- 17.03 A half-day is to be defined as follows:
Elementary: before or after lunch
Secondary: one half (1/2) of the periods on a respective school's daily timetable.
- 17.04 A full day (Elementary or Secondary) is to be defined as follows:
One-half (1/2) day, plus one (1) period of a schools' daily timetable equates to a full day for purposes of pay.

ARTICLE 18: PROFESSIONAL DEVELOPMENT DAYS

18.01 The Board shall pay Long-Term Occasional Teachers for each Professional Development Day that they are required to attend.

ARTICLE 19: PROBATIONARY PERIOD

19.01 The probationary period for Occasional Teachers shall be as follows:

- a) For Occasional Teachers, the probationary period shall be thirty (30) days
- b) For Teachers employed in long-term occasional assignments of (3) months or longer, the probationary period shall be sixty (60) days.
- c) For teachers employed in both casual and long-term assignments shorter than three (3) months,

Pursuant to the above, it is understood and agreed by the parties that probationary employees may be removed from the Occasional Teacher list by the Board due to unsatisfactory performance and/or any other valid employment related reasons. Removal from the Occasional Teachers list shall be subject to due process and the grievance procedure as outlined in Article 8 (Rights) and Article 1 ■ (Grievance Procedure) of this collective agreement. The Board shall provide the Association (Local Unit) with written notification of any Occasional Teacher removed from the list.

ARTICLE 20: DURATION

20.01 This agreement shall become effective on the first day of September 2004 and shall remain in effect until the 31st day of August 2008 and shall automatically continue in effect unless either party notifies the other in writing on or before April 30 in the year in which the agreement expires of its desire to negotiate for the renewal of the agreement. Negotiations for such renewal shall commence within thirty (30) days of notification.

ARTICLE 21: DISTRIBUTION OF THE AGREEMENT

21.01 The Board shall print and distribute copies of this agreement to all Occasional Teachers in its employ.

SIGNATUR

It witness thereof, the parties have signed this collective agreement at the place and time hereinafter mentioned.

Signed in Kemptville, Ontario this 23rd day of June, 2005

for the CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

for the OCCASIONAL TEACHERS' LOCAL OF THE O.E.C.T.A.

