

# COLLECTIVE AGREEMENT

between

THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD  
(hereinafter called "THE BOARD")

OF THE FIRST PART

and

THE BRANT HALDIMAND NORFOLK OCCASIONAL TEACHERS'  
LOCAL BARGAINING UNIT OF THE  
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (OECTA)

(hereinafter called "THE TEACHERS")  
OF THE SECOND PART

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## ARTICLE ■- DEFINITIONS

- 1.01 (a) "Teacher" shall mean any employee of the Board who falls within the term 'teacher' as defined in Part X.1, of the Education Act excluding occasional teachers, including any similar or subsequent legislation and who is engaged in a teaching function.
- (b) Except as otherwise provided in the appropriate Agreement between the Elementary and Secondary local Bargaining Units, of OECTA Brant Haldimand-Norfolk "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act which may be amended from time to time.
- (c) (i) "Long Term Occasional Teacher" shall mean an occasional Teacher selected from the Long Term Occasional Pool for an assignment of ten (10) or more consecutive teaching days as a replacement for a teacher. The Board shall provide the Long Term Occasional Teacher with a letter of employment stating the name of the teacher being replaced, the school, the expected duration of the assignment, and the rate of pay as per the Occasional teacher qualifications and experience.
- (ii) Professional Development Days or statutory holidays shall not be regarded as breaking the consecutiveness of teaching days, but a Professional Development Day shall not be regarded as a teaching day except for those professional development days for which permission has been granted. In addition to the previous sentence, permission shall be granted where a Long Term Occasional Teacher has been assigned a Long Term Assignment of three months or more.
- (d) "Casual Occasional Teacher" shall mean any Occasional Teacher employed by the Board as other than a Long Term Occasional Teacher.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Board recognizes the Ontario English Catholic Teachers' Association as the exclusive bargaining agent for qualified Occasional Teachers employed by the Board in its schools in the County of Brant and the Region of Haldimand-Norfolk.

## **ARTICLE 3 - SCOPE**

- 3.01 No person covered by any agreement made under the Ontario Labour Relations Act and defined in Article 1.01 (a), shall be covered by this Agreement. However, any teacher who is covered by such Act who is legally employed as an Occasional Teacher, shall be covered by this Agreement in respect of such Occasional Teacher employment.
- 3.02 (a) The Occasional Teacher List shall include all occasional teachers employed to substitute for teacher absences.
- (b) Unqualified persons shall only be assigned when no qualified occasional teacher is available. The Board shall report on the use (dates and location of placement) of unqualified persons to the Association on a monthly basis.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Association acknowledges that it is the exclusive function of the Board to:
- (i) maintain order, discipline, and efficiency;
  - (ii) hire, direct, classify, transfer, promote, demote, lay off, and to discharge, suspend or otherwise discipline Occasional Teachers subject to the provisions of this Agreement;
  - (iii) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement governing the conduct of the Occasional Teachers.

- 4.02 The Board reserves to itself, fully and exclusively, all management rights and prerogatives conferred on it by statute, regulation, custom or otherwise save and except to the extent expressly and specifically modified, curtailed, or limited by any provision of this Collective Agreement.
- 4.03 The Board reserves the right to assign a suitably qualified person to take charge of an instructional unit for a period not to exceed two (2) days in the event that no member of the Association is available for the assignment at its commencement, The Board shall report on the use (dates, location and placement) of unqualified teachers to OECTA every two weeks during the school year.

#### **ARTICLE 5 - ASSOCIATION SECURITY**

- 5.01 Occasional Teachers whose names are included on the Board's list(s) of Occasional Teachers shall become members of the Association commencing on the initial date of placement on the Occasional Teacher List.
- 5.02 The Board shall supply the Local with an up-to-date list of the Occasional Teachers, their addresses, and their qualifiers by September 30th of each year. Amendments to this list shall be supplied on a monthly basis, as necessary,' The Board shall provide to the Local a copy of the daily teacher dispatch sheets at the end of each month.

#### **ARTICLE 6 -ASSOCIATION DUES**

- 6.01 In every pay period, the Board shall deduct from every pay of each Occasional Teacher the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.
- 6.02 Dues deductions made as in Article 6.01 shall be forwarded to the Provincial Association. Such deductions shall be accompanied by a listing indicating the Occasional Teacher's name, Social Insurance Number, and the amount of the dues deducted.
- 6.03 The Association shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of deduction or failure to deduct dues authorized by the Association.

**ARTICLE 7- ASSOCIATION REPRESENTATION**

- 7.01 Upon request the Association Bargaining Committee as a whole shall be allowed up to a maximum total of three (3) days per year relief time for negotiating purposes. Relief time shall be without **loss** of pay or accumulated sick-leave credits by the person or persons using such relief time.
  
- 7.02 Where a prospective Long Term Occasional Teacher is required to attend negotiation meetings during the ten (10) day 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 ten (10) teaching days and at a rate of an Occasional Teacher for such day(s) spent.

**ARTICLE 8 - LEAVES OF ABSENCE**

**(A) Association Business**

- 8.01 An Occasional Teacher who is elected to the position of President of the Brant Haldimand-Norfolk Local of the Association shall, if the duties of the office are such that the teacher is required to make herself/himself unavailable for assignment, 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.
  
- 8.02 The Brant Haldimand-Norfolk 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, the 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.
  
- 8.03 The Association shall notify the Board of the unavailability of an Occasional Teacher under either 8.01 or 8.02 above.

**(B) Inactive Status**

- 8.04 (a) An Occasional Teacher shall be granted Voluntary Inactive Status for a period of one month and up to one ~~year~~ <sup>year</sup> upon request in writing to the appropriate Supervisory Officer. This option may be exercised only once during a school year.
- (b) Such request shall **be** made *two* weeks prior to the commencement of the leave where possible.
- (c) In the event that the Occasional Teacher has a Long Term assignment, such assignment shall be deemed to have been terminated by the Occasional Teacher without penalty.
- (d) Notwithstanding the above, an additional leave for family or emergency circumstances may **be** granted at the discretion of the appropriate Supervisory Officer.
- 8.05 An Occasional Teacher returning from Voluntary Inactive Status shall be assigned to the List.
- 8.06 An Occasional Teacher may return to active status at any time within the one **(1)** year period, after the **first** month, but must return to active status at the end of one **(1)** year to be retained on the Occasional Teachers' List.

**(C) Bereavement Leave**

- 8.07 A Long Term Occasional Teacher shall **be** entitled to a minimum of five (5) days Leave of Absence without **loss** of pay in the case of death of a member of the immediate family. Family shall be defined as **spouse**, father, mother, child(ren), sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, spouses of children, grandparents, and grandchildren.. A maximum of **two** (2) sick leave days shall be deducted for such leave. Notwithstanding the above, the Board shall not deny the bereavement leave where the Occasional Teacher does not have two (2) sick leave days.

**8.08 Jury Duty and Subpoena**

A Long Term Occasional Teacher shall be granted a leave of absence without loss of pay or deduction from sick leave credits where the Long Term Occasional Teacher is required to serve on a jury or where the Long Term Occasional Teacher is subpoenaed to appear as a witness in court, in a case where the Long Term Occasional Teacher is not the defendant. It is understood that such payment by the Board shall only be made for the period of time that the Long Term Occasional teacher would have been otherwise employed in the LTO assignment.

**8.09 Quarantine**

A Long Term Occasional Teacher shall be granted leave of absence without loss of pay or deduction from sick leave credits where the absence is due to quarantine by order of the medical officer of health or similar authority. It is understood that such payment by the Board shall only be made for the period of time that the Long Term Occasional teacher would have been otherwise employed in the LTO assignment.

**ARTICLE 9 - STRIKES AND LOCKOUTS**

9.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Association agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be defined in the Ontario Labour Relations Act, as amended from time to time.

**ARTICLE 10 - NO DISCRIMINATION/HARASSMENT**

- 10.01 There shall be no discrimination by the Board or the Association or any Occasional Teacher against any Occasional Teacher because of membership or non-membership in any lawful union or lawful activity therein.
- 10.02 The Board and the Association agree that every employee has a right to freedom from harassment and /or discrimination in the workplace. Allegations of harassment and/or discrimination will be dealt with under the Board policies.



## ARTICLE 11 - JUST CAUSE

- 11.01 (a) No Occasional Teacher shall be disciplined or suspended without just cause. In the event of a disciplinary action or suspension the Occasional Teacher shall be given the reason in writing.
- (b) An Occasional Teacher newly placed on the Occasional Teacher List who has successfully completed forty (40) days or one (1) consecutive year teaching while subject to the terms and conditions of the Collective Agreement shall not be discharged without just cause. The teacher shall be given the reasons for the discharge in writing.
- (c) An Occasional Teacher who has completed less than the forty (40) days or one (1) consecutive year teaching while subject to the terms and conditions of the Collective Agreement may be removed by the Board from the Occasional Teacher List and if removal is challenged in arbitration, the arbitrator or the Arbitration Board shall apply a lesser standard of just cause.
- (d) The teacher shall receive the reasons in writing and may, within a ten (10) working day period after receiving the letter, request a meeting with the appropriate Supervisory Officer. The teacher may have Association representation at such a meeting.
- 11.02 The Board shall notify the President of the Local where any teacher has received a written letter in accordance with Article 11.

## ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01(a) It is the mutual desire of the Board and the Association that all grievances shall be settled as fairly and as promptly as possible.
- (b) The time limits in this article are mandatory except as noted in Article 12.04(i).
- (c) A grievance shall be defined as any difference arising from the interpretation, application, administration and/or alleged violation of this Collective Agreement.

- (d) Any Occasional Teacher who feels he/she may have a grievance according to clause (c) shall first discuss this complaint with his/her principal. Occasional Teachers not directly responsible to a principal will proceed to STEP ONE. Failing resolution, the complaint may then be grieved in the following manner.

#### 12.02 STEP ONE

- (a) A grievance shall be submitted in concise written form to the appropriate Superintendent of Education within twelve (12) working days of the Occasional Teacher becoming aware of the circumstances giving rise to the grievance.
- (b) The Superintendent of Education shall have five (5) working days from receipt of the grievance in which to make a written reply.
- (c) If a satisfactory settlement is not reached, the Occasional Teacher may proceed to Step Two.
- (d) If a meeting is held between the Occasional Teacher and the Superintendent of Education, the Occasional Teacher shall have the right to be accompanied by a representative(s) appointed by the Association.

#### 12.03 STEP TWO

- (a) A meeting shall be held within five (5) days to attempt to settle the grievance. The griever may attend the meeting between a representative or representatives appointed by the Local Bargaining Unit executive and a Board representative or representatives.
- (b) The Board shall have five (5) working days in which to make a written reply.
- (c) If the parties fail to meet in the time permitted for the meeting or failing settlement following the meeting and the time permitted for a reply, the matter may be processed to Step Three.

## 12.04 STEP THREE

- (a) Failing settlement of any grievance under the above procedure, such grievance may be submitted for arbitration. If no written request for arbitration is received within ten (10) working days after the date of the grievance mediation meeting with the Ministry of Labour mediator, the grievance shall be deemed to have been settled and not eligible for such arbitration.
- (b) Any grievance not processed within the time limits specified in the Grievance Procedure or in accordance with the arbitration provisions specified below shall be deemed to have been settled and ineligible for such arbitration.
- (c) A grievance arising directly between the parties to this Agreement which would not normally be grieved by an individual Occasional Teacher, shall be originated under Step One and processed in the usual manner. Any such grievance by the Board or Association shall be commenced within fifteen (15) working days of the Board or Association becoming aware of the circumstances giving rise to the complaint.
- (d) If the Board or the Association requests that a grievance as above provided be submitted for arbitration, such party shall make a request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator.
- (e) Within ten (10) working days thereafter, the other party shall nominate an arbitrator and notify the first party.
- (9) The two arbitrators so nominated shall, within five (5) working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and chairperson of the Arbitration Board. If they are unable to agree on such a chairperson, they may request the Minister of Labour to appoint a chairperson. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Minister who shall have power to effect such appointment.
- (g) No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

- (h) The Arbitration Board shall not have jurisdiction to amend, modify, ignore or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement.
- (i) No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure. Both parties may agree in writing to extend the time limits fixed in both the Grievance and Arbitration Procedures.
- (j) The decision of the majority of the Arbitration Board will be final and binding upon the parties thereto.
- (k) Each of the parties will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the chairperson of the Arbitration Board.
- (l) It is understood and agreed that where a complaint is resolved by discussion with the principal as required above, the resolution of the dispute will not be considered to be precedent binding on the Board in any future proceeding before the Board, Court or other Tribunal involving the same or any other Occasional Teacher. Neither shall such settlement be used as evidence of past practice in any dispute between the parties.
- (m) In the event of a grievance being withdrawn by a party after such party has made a request in writing for arbitration, such party shall be responsible for the costs incurred by all parties to such arbitration unless there is mutual agreement between the parties to withdraw.

## **12.05 GRIEVANCE MEDIATION/ARBITRATION**

The parties, at any time, may agree to refer one or more grievances to grievance mediation or mediation arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

## **12.06 EXPEDITED ARBITRATION**

- (a) Notwithstanding Article **12.04**, either party may request access to Expedited Arbitration under Section **49** of the Ontario Labour Relations Act, 1995,

- (b) A written request may be made after the grievance procedure has been exhausted, or after thirty (30) days have lapsed from the time at which the grievance was first brought to the attention to the other party, whichever occurs first.
- (c) Despite clause 12.05 (b) above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the grievance procedures has been exhausted, or after fourteen (14) days have elapsed from the time which the grievance was first brought to the attention of the other party, whichever occurs first.
- (d) No such request in clause 12.05 (b) or clause 12.05 (c) above shall be made beyond the time stipulated for referring the grievance for Arbitration.

### **ARTICLE 13 - ACCESS TO RECORDS**

- 13.01 On application to the Supervisory Officer in charge of Occasional Teachers, an Occasional Teacher shall be entitled to peruse and make a copy of any report on Occasional Teachers which pertains to the teacher.
- 13.02 A teacher shall have the right to respond to negative reports in their file and have the response filed with the report.
- 13.03 If the Board receives a complaint (written or verbal) concerning an Occasional Teacher, and such complaint is acted upon by the Board, the appropriate Supervisory Officer shall discuss the complaint with the Occasional Teacher. The Board shall provide the Occasional Teacher **with** a copy of the written complaint prior to discussion. In any event, the Occasional Teacher shall have the right to append comments and/or file a grievance if appropriate.

### **ARTICLE 14 - OCCASIONAL TEACHER LIST**

- 14.01(a) To be eligible for inclusion on the Occasional Teacher List, Occasional Teachers must satisfy the requirements of the Education Act and **its** regulations.
- (b) Notwithstanding Article 14.01 (a), Occasional Teachers shall be permitted to have their names placed on two (2) additional Boards of Education Occasional Teacher Lists.

- 14.02 The Board shall maintain the Occasional Teacher List in the following manner:
- (a) The List shall include all those Occasional Teachers on the Board's Occasional Teacher List.
  - (b) The List shall be maintained at a 25% ratio of the regular teachers employed by the Board.
  - (c) Occasional Teachers on the List shall be assigned teaching placements in accordance with Article 14.10.
- 14.03 Prior to being accepted for placement on the Occasional Teachers' List the Occasional Teacher shall select qualifiers as follows:
- (i) geographic area or geographic areas;
  - (ii) division or divisions;
  - (iii) qualifications for the elementary panel and/or secondary panel.
  - (iv) days of availability
- 14.04 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification and any other documentation as required, and must be approved by the appropriate Supervisory Officer of the Board.
- 14.05 An Occasional Teacher may request during the school year to alter a previously selected qualifier or qualifiers and where possible, the Board will endeavour to accommodate such a request.
- 14.06 Occasional Teachers shall notify the Human Resources Department of the Board, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 14.07 An Occasional Teacher shall be available for assignment or otherwise provide grounds for refusing such assignment.
- 14.08 An Occasional Teacher who refuses three (3) or more assignments within twenty (20) school days and does not provide reasonable grounds for refusing such assignments or who cannot be contacted for assignment during a period of twenty (20) school days shall be deemed to have resigned from the list. Only the refusal of assignments that were specified as available as per Article 14.03 above shall be considered refusals in this Article.

- 14.09(a) Requests for an Occasional Teacher shall be directed through the Central Dispatch Placement Officer who shall call Occasional Teachers in order of alphabetical rotation. Requests for an assignment of Occasional Teachers shall be on an equitable basis.
- (b) Preference to qualifications shall be given in the allocation of assignments.
- 14.10 Where failure to call an Occasional Teacher as required by this Collective Agreement is due to clerical error, such failure shall not result in any payment to the Occasional Teacher or grievance by the teacher for time not worked but shall result in such Occasional Teacher obtaining the first available assignment notwithstanding the teacher's placement in the current rotation.
- 14.11 Where the casual occasional assignment has been cancelled due to school closure or the cancellation of transportation, such Occasional Teacher shall be assigned to a similar assignment prior to any new call-outs being made on the following day or days to other Occasional Teachers.
- 14.12 Where an Occasional Teacher has completed three (3) or more days of consecutive teaching for a regular teacher and,
- (i) such teacher returns to the classroom for five (5) days or less and
- (ii) such teacher leaves for an additional period of time,
- through mutual agreement of the Principal and the Occasional Teacher, the Occasional Teacher who was in the classroom shall be given the option of returning to the classroom and completing the assignment. The consecutive number of days as applied to a long term contract shall be deemed not to have been interrupted for the purpose of calculation of salary entitlement only.
- 14.13(a) The Occasional Teacher will assume the teaching load of the teacher who is absent, Notwithstanding the above, the Board reserves the right for the principal to make changes in the subject or grade assignment based on the best interests of the pupils.

- (b) Notwithstanding (a) above the Occasional Teacher shall not be responsible for supervisory duties prior to the beginning of morning classes on the first day of assignment. When called after 8:15 a.m., the Occasional Teacher shall be given fifteen (15) minutes preparation time from the time of arrival at the school.
- (c) Casual Occasional Teachers assigned to the secondary schools shall not be assigned to both supervision duty (including lunch) and on-call duty on the same day.
- (d) Except in the case of emergency a casual Occasional Teacher shall receive preparation and planning time in accordance with the regular teacher's timetable.
- (e) An Occasional Teacher with one-half (½) day assignments in two schools shall not be required to do any supervision during the lunch period.

14.14 The Board shall prepare and distribute to the Local President and the Provincial Association a list containing the names of all its Occasional Teachers including the exact date of hire - day, month, year - by October 15th of each year. Monthly updates will be provided by the 15th of each succeeding month, if necessary.

## **ARTICLE 15 - QUALIFICATIONS - PLACEMENT**

- 15.01(a) Placement on the Salary Grid for Long Term Occasional Teachers shall be according to the Qualifications Evaluation Council of Ontario, Programme IV. Effective August 31, 2002, Long Term Occasional Teachers shall be evaluated according to the Qualifications Evaluation Council of Ontario Programme V.
- (b) For all Long Term Occasional Teachers new to staff, if no QECO rating is received by the Board prior to the date of commencement of employment on a Long Term Assignment, the Occasional Teacher will be placed in Category "A0" without a degree and Category "A1" with a B.A. or equivalent degree.
- (c) Notwithstanding the above, a new Occasional Teacher will have until March 31st to obtain QECO certification and will receive retroactive pay to the commencement of a Long Term assignment, if applicable.



- (d) An Occasional Teacher who has met all the conditions for higher certification shall be entitled to retroactive pay as of September 1st or January 1st respectively, provided the teacher submits to the Board the QECO Confirmation of receipt of application or the Statement of Evaluation including any requirements of the College of Teachers:
- (i) by 4:30 p.m. on the last school day in January for courses completed before September;
  - (ii) by April 30 for courses completed between September 1st and December 31st.

#### **ARTICLE 16 - RATES OF PAY**

- 16.01(a) The Board shall pay casual Occasional Teachers in respect of each day of employment as an Occasional Teacher with the Board the following rate of pay:
- 90% of the Secondary Teachers' grid AI Year 0 divided by 194
- Effective April 1, 2002 - 92% of the Secondary Teachers' grid AI, year 0 ÷ 194
- Effective February 1, 2004 - 93% of the Secondary Teacher's grid AI, year 0 + 194
- (b) The statutory vacation pay to which a Casual Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 16.01 (a).

- 16.02(a) A Long Term Occasional Teacher shall be placed on the current applicable salary grid in the appropriate Agreement between the Elementary and Secondary Local Bargaining Units of Brant Haldimand-Norfolk OECTA in accordance with the teacher's recognized teaching experience and qualifications. Grid placement shall commence on the tenth (10<sup>th</sup>) consecutive teaching days and shall be retroactive to the first day. Such Long Term Occasional Teachers shall continue to be paid according to the aforementioned salary grid(s) until the expiration of the teacher's long term occasional assignment. It is understood that payment on the salary grid includes vacation and holiday pay, if applicable.
- (b) Retroactivity of salary shall apply to all Occasional Teachers of Brant Haldimand Norfolk Catholic District School Board for each day of employment.
- 16.03 Occasional Teachers shall be paid on Thursdays on a bi-weekly basis by direct deposit into the Occasional Teacher's personal account in the financial institution of the teacher's choice.

#### **ARTICLE 17 - EXPERIENCE**

- 17.01 "Recognized Teaching Experience" for the purpose of 16.02 above means previous teaching experience recognized by the Board.
- 17.02 The Board shall recognize all qualified regular and occasional teaching experience (including experience while employed on a Letter of Permission) gained in Ontario.
- One hundred and seventy five (175) days of occasional teaching experience shall count as one year of teaching experience.
- 17.03 Accumulation of long-term teaching assignments for the purposes of experience recognition shall begin September 1, 1988.  
Accumulation of casual occasional teaching assignments for the purpose of experience recognition shall begin September 1, 1993.
- 17.04 Experience shall be credited September 1st of each school year.

- 17.05 The Board shall provide each Occasional Teacher with a record of the number of casual occasional teaching days and the number of long term occasional teaching days. This shall be provided to each Occasional Teacher no later than August 15th of each year.

#### **ARTICLE 18 - PAID SICK LEAVE**

- 18.01(a) A Long Term Occasional Teacher shall be entitled to two (2) days paid sick leave for every teaching period of twenty (20) days in the same class cumulative for the duration of the Long Term Occasional Teaching Assignment.
- (b) Sick leave credits shall be carried from one long term assignment to another within the same academic year.

#### **ARTICLE 19 - BENEFITS**

- 19.01(a) A Teacher employed on a Long Term Occasional assignment of at least three (3) months, and subject to eligibility requirements, may participate in the employee benefits outlined in the Agreement of the Brant Haldimand-Norfolk Unit of OECTA with the Board and the Board's share of the premium shall be the same as for a Teacher under contract. A part-time teacher will receive the proper percentage of benefits. ( e.g. a half-time teacher will receive one-half of the percentage paid by the Board).
- (b) For further clarification, a Long Term Occasional Teacher **shall** be entitled to all benefits at the commencement of the assignment, when it is known that it will extend for 3 months or longer, with the exception of Dental Benefits for major restorative and orthodontic benefits. Such benefits shall commence at the beginning of the fourth (4th) month of the Long Term Occasional assignment.

#### **ARTICLE 20 - TRAVEL ALLOWANCE**

- 20.01 Travel allowance at the rate set out in the current Board-OECTA Agreement will be paid to an Occasional Teacher replacing an itinerant teacher.

- 20.02 For the purpose of this Article, “home location” shall mean the first school at which a teacher conducts classes at the start of a school day. A teacher shall be paid mileage between the home location and each place to which the teacher must travel to conduct duties but shall not be paid return mileage, unless return to home location is necessary for completion of the teacher’s duties.

## **ARTICLE 21 - PROFESSIONAL DEVELOPMENT DAY**

- 21.01 An Occasional Teacher who is requested by the Superintendent of Education to attend activities on a professional activity day shall be paid for the full day or half day as the case may be.

- 21.02 Occasional Teachers shall be permitted to attend System-wide Professional Development Days of their choice. Such days shall be without pay except as noted in Article 21.01.

In addition, Occasional Teachers shall be permitted to attend School-based Professional Activity Days without pay where such request has been made to the principal and has been deemed appropriate.

- 21.03 (i) Where Occasional Teachers have attended such Professional Development Days, the Board through the Director of Education shall issue a letter to the individual teacher indicating their attendance and participation.
- (ii) Such letter shall be issued on an annual basis prior to the commencement of the next academic year but no later than August 31st of each year.
- (iii) (a) Occasional Teachers shall be responsible for completing the required form and remitting such to the Board within one (1) week of attendance at the Professional Development Day.
- (b) The Board shall provide the appropriate form for the recording of attendance of Occasional Teachers at the Professional Development Days.

## **ARTICLE 22 - REPORTING PAY**

- 22.01 If an Occasional Teacher reports for a half-day assignment as a result of a call-out error and the assignment is not available, the Occasional Teacher shall be paid for one-half day and shall be assigned duties by the Principal for one-half day.
- 22.02 If an Occasional Teacher reports for a full day assignment, as a result of a call-out error and the assignment is not available, the Occasional Teacher shall be paid for a full day and shall be assigned by the Principal for the full day.
- 22.03 If an assignment has been cancelled the Occasional Teacher shall be notified at least one and one quarter (1 1/4) hours before the commencement of that assignment.
- 22.04 For Employment Insurance purposes the length of a school day shall be deemed eight (8) hours.

## **ARTICLE 23 - TERMS OF AGREEMENT**

- 23.01 This Agreement **shall** be in effect from the 1st day of September 2001 and shall remain in effect until the 31st day of August 2004 and from year to year thereafter. Either party thereto may give written notice to the other party within 90 days of the date that the Agreement expires of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within thirty (30) days of notification.

## **ARTICLE 24 - DENOMINATIONAL CLAUSE**

- 24.01 The provisions of the Agreement shall not be construed **as** to prejudicially affect the rights and privileges enjoyed by Roman Catholic Separate School Boards under the Constitution Act, 1981 with respect **to** the employment of teachers.

## **ARTICLE 25 - BULLETIN BOARD**

- 25.01 The Board shall provide bulletin boards in each school accessible to the Occasional Teachers and upon which the Association shall have the right to post notices.

## ARTICLE 26 - PRE-SCHEDULED LONG-TERM OCCASIONAL POSITIONS

- 26.01 For those positions where a regular teacher is pre-scheduled to be absent from teaching duties for a period of at least ten (10) school days the Board shall assign an Occasional Teacher from a pool of long-term candidates.
- 26.02(a) The pool shall be formed each year prior to September 1st, containing a reasonable number of candidates, for the current school year through interviews of occasional teacher applicants.
- (b) At any time during the school year, should the Board, after meaningful consultation with the President of the Local, determine that the number in the pool with the required qualifications is inadequate based upon previous usage and anticipated needs, the Board shall consider occasional teachers on the Occasional Teacher List who have expressed an interest in a Long Term Occasional assignment.
- (c) The President of the Local shall receive a list of the names of Occasional Teachers in the long-term pool and a list, updated as necessary, of all long-term assignments.
- 26.03 The Board agrees to apply the principle of fair distribution of long-term assignments based on the best interests of the pupils.
- 26.04(a) Where the Board has deemed it necessary to appoint the same Occasional Teacher to substitute for the same regular teacher who would be absent on a recurring basis during the school year for reasons approved by the Board, such Occasional Teacher shall be deemed to be a Long-Term Occasional Teacher for salary purposes only.
- (b) Such Occasional Teacher shall be paid at the appropriate grid rate for each day worked. For further clarification, the recurring assignment shall be ten (10) days or more but not consecutively with the exception of eight (8) days for professional development as approved by the Board.
- (c) This clause is to be utilized for recurring medical treatment, professional development, and other similar circumstances as approved by the Board.
- (d) Occasional Teachers assigned to this work shall not come from the Long-Term Occasional Pool.

26.05 Postings which become available during July and August shall be mailed directly to the Local President.

**ARTICLE 27 - CONSULTATION COMMITTEE**

27.01 The Board and the Association agree that the Consultation Committee shall meet not less than once a term during each school year.

27.02 The parties shall co-chair the committee.

27.03 The timing and agenda for each meeting shall be arranged by the co-chairs. Each party may submit agenda items.

27.04 Items on the agenda shall be issues relating to the workplace which affect the parties or any employee bound by this Agreement.

**APPENDIX A - ELEMENTARY TEACHERS' GRID**

**10.02 Teachers' Salary Grid**

As of September 1, 2001, the Teachers' Salary Grid shall be increased 1.5% over the previous grid as follows:

| Years of Experience | A0       | A1       | A2       | A3       | A4       |
|---------------------|----------|----------|----------|----------|----------|
| 0                   | \$29,537 | \$32,106 | \$33,614 | \$36,081 | \$38,658 |
| 1                   | \$31,558 | \$34,303 | \$35,989 | \$38,893 | \$41,685 |
| 2                   | \$33,580 | \$36,499 | \$38,365 | \$41,705 | \$44,712 |
| 3                   | \$35,600 | \$38,696 | \$40,740 | \$44,517 | \$47,739 |
| 4                   | \$37,622 | \$40,894 | \$43,117 | \$47,329 | \$50,765 |
| 5                   | \$39,644 | \$43,090 | \$45,492 | \$50,141 | \$53,794 |
| 6                   | \$41,664 | \$45,287 | \$47,868 | \$52,954 | \$56,820 |
| 7                   | \$43,686 | \$47,484 | \$50,244 | \$55,765 | \$59,847 |
| 8                   | \$45,707 | \$49,682 | \$52,619 | \$58,577 | \$62,873 |
| 9                   | \$47,729 | \$51,879 | \$54,995 | \$61,389 | \$65,902 |
| 10                  | \$49,749 | \$54,075 | \$57,371 | \$64,201 | \$68,928 |

As of February 1, 2002, the Teachers' Salary Grid shall be increased 1% over the previous grid as follows:

| Years of Experience | A0       | A1       | A2       | A3       | A4       |
|---------------------|----------|----------|----------|----------|----------|
| 0                   | \$29,832 | \$32,427 | \$33,950 | \$36,442 | \$39,045 |
| 1                   | \$31,874 | \$34,646 | \$36,349 | \$39,282 | \$42,101 |
| 2                   | \$33,916 | \$36,864 | \$38,749 | \$42,122 | \$45,159 |
| 3                   | \$35,956 | \$39,083 | \$41,148 | \$44,962 | \$48,217 |
| 4                   | \$37,998 | \$41,303 | \$43,548 | \$47,802 | \$51,273 |
| 5                   | \$40,040 | \$43,521 | \$45,947 | \$50,642 | \$54,332 |
| 6                   | \$42,081 | \$45,740 | \$48,347 | \$53,483 | \$57,388 |
| 7                   | \$44,123 | \$47,959 | \$50,746 | \$56,323 | \$60,446 |
| 8                   | \$46,164 | \$50,179 | \$53,145 | \$59,163 | \$63,502 |
| 9                   | \$48,206 | \$52,398 | \$55,545 | \$62,003 | \$66,561 |
| 10                  | \$50,247 | \$54,616 | \$57,945 | \$64,843 | \$69,617 |



As of August 31, 2002, the Teachers' Salary Grid shall be the same as it appears in Article 10.02.4 of the Secondary Teachers' collective agreement in effect from September 1, 2000 - August 31, 2002 as follows:

| Years of Experience | A0       | A1       | A2       | A3       | A4       |
|---------------------|----------|----------|----------|----------|----------|
| 0                   | \$30,056 | \$32,670 | \$34,205 | \$36,716 | \$39,338 |
| 1                   | \$32,113 | \$34,906 | \$36,622 | \$39,577 | \$42,418 |
| 2                   | \$34,170 | \$37,141 | \$39,040 | \$42,439 | \$45,498 |
| 3                   | \$36,227 | \$39,377 | \$41,457 | \$45,300 | \$48,579 |
| 4                   | \$38,284 | \$41,613 | \$43,875 | \$48,162 | \$51,658 |
| 5                   | \$40,341 | \$43,848 | \$46,292 | \$51,023 | \$54,740 |
| 6                   | \$42,397 | \$46,084 | \$48,710 | \$53,884 | \$57,819 |
| 7                   | \$44,454 | \$48,319 | \$51,127 | \$56,746 | \$60,900 |
| 8                   | \$46,511 | \$50,556 | \$53,544 | \$59,607 | \$63,979 |
| 9                   | \$48,568 | \$52,791 | \$55,962 | \$62,469 | \$67,061 |
| 10                  | \$50,624 | \$55,027 | \$58,379 | \$65,330 | \$70,140 |

As of September 1, 2002, the Teachers' Salary Grid shall be increased 1% over the previous grid as follows:

| Years of Experience | A0       | A1       | A2       | A3       | A4       |
|---------------------|----------|----------|----------|----------|----------|
| 0                   | \$30,357 | \$32,997 | \$34,547 | \$37,083 | \$39,732 |
| 1                   | \$32,434 | \$35,255 | \$36,988 | \$39,973 | \$42,842 |
| 2                   | \$34,512 | \$37,512 | \$39,430 | \$42,863 | \$45,953 |
| 3                   | \$36,589 | \$39,771 | \$41,871 | \$45,753 | \$49,064 |
| 4                   | \$38,666 | \$42,030 | \$44,314 | \$48,644 | \$52,175 |
| 5                   | \$40,744 | \$44,286 | \$46,755 | \$51,533 | \$55,287 |
| 6                   | \$42,821 | \$46,545 | \$49,197 | \$54,423 | \$58,397 |
| 7                   | \$44,898 | \$48,802 | \$51,638 | \$57,313 | \$61,509 |
| 8                   | \$46,976 | \$51,061 | \$54,080 | \$60,203 | \$64,619 |
| 9                   | \$49,054 | \$53,319 | \$56,522 | \$63,093 | \$67,731 |
| 10                  | \$51,130 | \$55,577 | \$58,963 | \$65,983 | \$70,842 |

As of February 1, 2003, the Teachers' Salary Grid shall be increased 1% over the previous grid as follows:

| Years of Experience | A0       | A1       | A2       | A3       | A4       |
|---------------------|----------|----------|----------|----------|----------|
| 0                   | \$30,660 | \$33,327 | \$34,892 | \$37,454 | \$40,129 |
| 1                   | \$32,759 | \$35,607 | \$37,358 | \$40,373 | \$43,270 |
| 2                   | \$34,857 | \$37,888 | \$39,825 | \$43,292 | \$46,413 |
| 3                   | \$36,955 | \$40,168 | \$42,290 | \$46,211 | \$49,555 |
| 4                   | \$39,053 | \$42,450 | \$44,757 | \$49,130 | \$52,696 |
| 5                   | \$41,152 | \$44,729 | \$47,223 | \$52,048 | \$55,840 |
| 6                   | \$43,249 | \$47,010 | \$49,689 | \$54,967 | \$58,981 |
| 7                   | \$45,347 | \$49,290 | \$52,155 | \$57,886 | \$62,124 |
| 8                   | \$47,446 | \$51,572 | \$54,620 | \$60,805 | \$65,265 |
| 9                   | \$49,544 | \$53,852 | \$57,087 | \$63,724 | \$68,409 |
| 10                  | \$51,642 | \$56,133 | \$59,553 | \$66,643 | \$71,550 |

**APPENDIX B - SECONDARY TEACHERS GRID**

| YEARS EXP. | A0       | A1       | A2       | A3       | A4       |
|------------|----------|----------|----------|----------|----------|
| 0          | \$29,685 | \$32,267 | \$33,783 | \$36,262 | \$38,853 |
| 1          | 31,717   | 34,475   | 36,170   | 39,089   | 41,894   |
| 2          | 33,749   | 36,683   | 38,558   | 41,915   | 44,937   |
| 3          | 35,779   | 38,891   | 40,945   | 44,741   | 47,979   |
| 4          | 37,811   | 41,100   | 43,333   | 47,567   | 51,021   |
| 5          | 39,843   | 43,307   | 45,721   | 50,393   | 54,064   |
| 6          | 41,873   | 45,515   | 48,109   | 53,219   | 57,105   |
| 7          | 43,905   | 47,723   | 50,496   | 56,045   | 60,148   |
| 8          | 45,937   | 49,931   | 52,883   | 58,871   | 63,189   |
| 9          | 47,969   | 52,139   | 55,272   | 61,698   | 66,233   |
| 10         | 49,999   | 54,347   | 57,659   | 64,524   | 69,274   |

Effective February 1, 2002, the teachers' salary grid shall be increased 1.25% over the previous grid as follows:

| <b>YEARS<br/>EXP.</b> | <b>A0</b> | <b>A1</b> | <b>A2</b> | <b>A3</b> | <b>A4</b> |
|-----------------------|-----------|-----------|-----------|-----------|-----------|
| <b>0</b>              | 30,056    | 32,670    | 34,205    | 36,716    | 39,338    |
| <b>1</b>              | 32,113    | 34,906    | 36,622    | 39,577    | 42,418    |
| <b>2</b>              | 34,170    | 37,141    | 39,040    | 42,439    | 45,498    |
| <b>3</b>              | 36,227    | 39,377    | 41,457    | 45,300    | 48,579    |
| <b>4</b>              | 38,284    | 41,613    | 43,875    | 48,162    | 51,658    |
| <b>5</b>              | 40,341    | 43,848    | 46,292    | 51,023    | 54,740    |
| <b>6</b>              | 42,397    | 46,084    | 48,710    | 53,884    | 57,819    |
| <b>7</b>              | 44,454    | 48,319    | 51,127    | 56,746    | 60,900    |
| <b>8</b>              | 46,511    | 50,556    | 53,544    | 59,607    | 63,979    |
| <b>9</b>              | 48,568    | 52,791    | 55,962    | 62,469    | 67,061    |
| <b>10</b>             | 50,624    | 55,027    | 58,379    | 65,330    | 70,140    |

The Agreement attached herewith is accepted by the Negotiating Committee for the Brant

Haldimand Norfolk Catholic District School Board and the Negotiating Committee of the Brant

Haldimand Norfolk Occasional Teacher Local of the Ontario English Catholic Teacher's Association.

Dated this 5<sup>th</sup> date of March 2002, in Brantford, Ontario.

For the Brant Haldimand Norfolk Catholic District School Board

Patricia Dings  
Stacey Hill  
\_\_\_\_\_

For the Association

Bonnie G. Adams  
R. Gauriel  
Jean Novak