

COLLECTIVE AGREEMENT

between

THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called “THE BOARD”)

and

**THE MEMBERS OF THE BRANT HALDIMAND NORFOLK
ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION (OECTA)
OCCASIONAL TEACHERS’ BARGAINING UNIT**

(hereinafter called “THE TEACHERS”)

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September 1, 2008 - August 31, 2012

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Article 1: DEFINITIONS

PREAMBLE:

The Brant Haldimand Norfolk Catholic District School Board and the Brant Haldimand Norfolk OECTA Occasional Teachers' Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

- 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 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 Counties of Brant, Haldimand and 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 by the Board.
- (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 and persons employed on Letters of Permission 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.

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 by October 15th of each year.

This list shall include the following information about each Occasional Teacher:

- a) Name, Address, Telephone Number(s)
- b) College of Teachers' Registration Qualification details
- c) Availability preference
- d) Geographic area(s) for casual assignments
- e) Email address (if provided by the Occasional Teacher)

Amendments to this list shall be supplied on a monthly basis, as required. 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 on or before the 15th day of the month, immediately following the month of deduction. The payment shall be accompanied by a fees submission list showing the names, addresses, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall provide the information in electronic form.
- 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 Article 8.01 or Article 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 (1) year 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 reassigned 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) A Long Term Occasional Teacher shall be entitled to a maximum of five (5) days Leave of Absence without loss of pay in the case of death of a member of the immediate family. Immediate 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.
- (b) A Long Term Occasional Teacher shall be granted up to two (2) days for bereavements involving relatives or close friends not included in Article 8.07(a). Such leave shall be without loss of pay and with deduction from sick leave credits.
- (c) The Director of Education or designate may grant an extension of such bereavement leaves without loss of pay or sick leave credits, upon request by a Long Term Occasional Teacher.

(D) Jury Duty and Subpoena

- 8.08 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.

(E) Quarantine

- 8.09 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.

(F) Pregnancy/Parental

- 8.10 Pregnancy/Parental (including Adoption) leaves shall be in accordance with the *Employment Standards Act*.

(G) Written Examinations

- 8.11 An Occasional Teacher employed on a Long Term Assignment of at least three (3) months shall be granted a one (1) day leave of absence without

loss of pay, but with deduction from sick leave credits to write an examination if such examination occurs during the school day.

(H) Conference or Professional Activities

8.12 A Long Term Occasional Teacher employed on a Long Term assignment of at least three (3) months shall be granted a leave of absence without lost of pay or deduction of sick leave credits to attend a conference or professional activities if required by the Board or the Principal.

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 (including disciplinary transfer), suspended, or dismissed without just cause. In the event of any disciplinary action the Occasional Teacher shall be given the reason in writing.

(b) 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 Local Unit President when any occasional teacher has received a written letter in accordance with Article 11.

Article 12: GRIEVANCE PROCEDURE

12.01 PREAMBLE:

It is the mutual desire of the Board and the Local Bargaining Unit that all grievances be settled as fairly and as promptly as possible.

12.01.1 Time Limits

The time limits in this Article are mandatory except as noted in Article 12.

12.01.2 Definition

A grievance shall be defined as a difference between the parties relating to the interpretation, application, administration, or alleged contravention of the Collective Agreement, including a question as to whether the matter is arbitrable.

12.01.3 A grievance may be brought by a teacher, a group of teachers, the Local Bargaining Unit or the Board.

12.01.4 The griever shall be accompanied at all steps of the grievance by a representative appointed by the Local Bargaining Unit executive.

12.01.5 Complaint

Any teachers who feel they may have a grievance according to Article 12 shall, where it is appropriate with respect to the matter which is the subject of the grievance, first discuss this complaint with their principal and a representative appointed by the Local Bargaining Unit executive. Teachers not directly responsible to a principal shall proceed to Step One.

12.01.6 Failing resolution following discussions as per Article 12.01.5, the complaint may then be grieved in the following manner:

12.02 Step One

- 12.02.1 A grievance shall be submitted in concise written form to the Director of Education or designate, or in the event of a grievance by the Board, to the Local Bargaining Unit representative within twelve (12) school days of the grievor becoming aware of the circumstances giving rise to the grievance. The written submission shall include the circumstances giving rise to the grievance, the clause or clauses of the Collective Agreement which are alleged to have been breached, and the remedy sought.
- 12.02.2 A meeting shall be held between the grievor and the Director of Education or designate within five (5) school days from the receipt of the grievance.
- 12.02.3 The Director of Education or designate shall have five (5) school days from the meeting in which to make a written reply.
- 12.02.4 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 Two.

12.03 Step Two

- 12.03.1 A meeting shall be held within five (5) days to attempt to settle the grievance. The grievor may attend the meeting between a representative or representatives appointed by the Local Bargaining Unit executive and a Board representative or representatives.
- 12.03.2 The Board shall have five (5) school days in which to make a written reply.
- 12.03.3 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

- 12.04.1 The grievance may be submitted to arbitration within ten (10) school days of the failure to settle at Step Two.
- 12.04.2 Any grievance not processed within the time limits specified in this Grievance Procedure or in accordance with the arbitration provisions specified below shall be deemed to have been settled and ineligible for such arbitration.

- 12.04.3 The grievance may be referred to arbitration by the Association or the Board.
- 12.04.4 If the Board or the Association requests that a grievance be submitted for arbitration, such party shall make the request in writing addressed to the other party to this Collective Agreement, and at the same time nominate an arbitrator.
- 12.04.5 Within five (5) school days thereafter, the other party shall nominate an arbitrator and notify the first party.
- 12.04.6 The two arbitrators so nominated shall, within five (5) school 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 that the Ministry of Labour 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 Ministry of Labour which shall have the power to effect such appointment.
- 12.04.7 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 12.04.8 The Arbitration Board shall not have jurisdiction to amend, modify, ignore or add to any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 12.04.9 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.
- 12.04.10 The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto and if there is no majority decision, the decision of the chair will be final and binding upon the parties thereto.
- 12.04.11 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.

- 12.04.12 The parties may agree, in writing, to the appointment of a sole arbitrator for any grievance. Notwithstanding the process above for selecting the members of a board of arbitration, in the event that the parties agree to a sole arbitrator, the parties shall within five (5) school days of the agreement to proceed with a sole arbitrator, attempt to select, by agreement, the arbitrator. If they are unable to agree on such an arbitrator, they may request that the Ministry of Labour appoint the arbitrator.

12.05 Grievance Mediation/Arbitration (OLRA)

As outlined in Section 50 and Section 52 of the *Ontario Labour Relations Act*, 1995, either party, at any time, may agree to refer one or more grievances to a grievance mediation or mediation arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

12.06 Expedited Arbitration

- 12.06.1 Notwithstanding the procedure above, either party may request access to Expedited Arbitration under Section 49 of the *Ontario Labour Relations Act*, 1995.
- 12.06.2 A written request may be made after the grievance procedure has been exhausted, or after thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever occurs first.
- 12.06.3 Despite Article 12.06.2 above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the grievance procedure 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.
- 12.06.4 No such request in Article 12.06.2 or Article 12.06.3 above shall be made beyond the time stipulated for referring the grievance for Arbitration.

12.07 Local Bargaining Unit Grievances

A grievance brought forward by the Local Bargaining Unit shall be initiated at Step One and processed in the usual manner.

Article 13: ACCESS TO RECORDS

- 13.01 An Occasional Teacher shall have access during normal business hours, provided it does not interfere with the Occasional Teacher's duties, to the Occasional Teacher's personnel files upon request and two (2) days notice. The Occasional Teacher shall receive a copy of any material placed in the Occasional Teacher's file which had not previously been provided to the Occasional Teacher by the Board.
- 13.02 No material shall be placed in an Occasional Teacher's personnel file unless such Occasional Teacher has received a copy of said material. This material refers to any report or disciplinary letter produced by Board administration. The Occasional Teacher shall initial the material verifying receipt and retain a copy of such. An Occasional Teacher shall have the right to respond to negative reports in their file and to have the response filed with the report.
- 13.03 If an Occasional Teacher disputes the contents of the file, the Occasional Teacher may request in writing the removal of specified material. In the event that the Board refuses to remove the said material, the Occasional Teacher may file a grievance under the procedures outlined in this Collective Agreement.
- 13.04 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 To be eligible for inclusion on the Occasional Teacher List, Occasional Teachers must satisfy the requirements of the *Education Act* and its regulations.
- 14.02 **List Maintenance**

The Board shall maintain the Occasional Teacher List in the following manner:

- (a) The Occasional Teacher List shall consist of Group 1 and 2.
- (b) (i) The number of Occasional Teachers in Group 1 shall be limited to twenty (20) percent of the number of regular teachers employed in the Board's elementary and secondary schools as of October 31st each year. The aforementioned

- twenty (20) percent shall be based on full availability based on sign up sheets.
- (ii) Full availability shall mean availability on a Monday through Friday basis throughout the entire Board or within geographic area 1 (Brant) or within geographic area 2 (Haldimand) or within geographic area 3 (Norfolk). An Occasional Teacher with full availability shall have an FTE value of 1.0, a retired teacher with full availability (ninety-five [95] days) shall have an FTE value of 0.5.
 - (c) Notwithstanding (b) above, the availability criterion may be waived to address a shortage of Occasional Teachers in a program or subject area.
 - (d) Group 2 shall consist of all other qualified Occasional Teachers employed by the Board with preference ranking based on availability. The Board may add additional Occasional Teachers to Group 2 at its discretion.
 - (e) Movement from Group 2 to Group 1 shall be based on availability and qualifications. In addition, consideration shall be given to length of service.

14.03 Qualifiers

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; and
- (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 **Daily Occasional Assignments**

- (a) Requests for an Occasional Teacher shall be directed to Central Dispatch and Occasional Teachers shall be called first in order of continuous alphabetical rotation from Group 1, and if available assignments cannot be filled from Group 1, then from Group 2 in order of ranking by availability.
- (b) Preference to qualifications shall be given in the allocation of assignments.
- (c) Unavailability due to the death in an Occasional Teacher's immediate family shall not count as a regular rotation assignment. In the event of the death in an Occasional Teacher's immediate family, the Occasional Teacher shall be required to advise the Dispatcher in advance of their unavailability.
- (d) An assignment of a half ($\frac{1}{2}$) day or less shall not count as a regular rotation assignment.
- (e) The rotation pattern shall be based upon the time of the assignment and not the time of request.

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 **Cancelled Assignment**

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 **Workload**

- (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 course assignments in secondary schools or grade assignments in elementary schools 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 (1st) 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) No Occasional Teacher shall be required to perform any medical and/or physical procedure on any student or administer medication to any student. An Occasional Teacher shall provide or seek assistance for a student in an emergency.
- (d) 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.
- (e) A casual Occasional Teacher shall receive preparation and planning time in accordance with the regular teacher's timetable.
- (f) An Occasional Teacher with one-half ($\frac{1}{2}$) day assignments in two schools shall not be required to do any supervision during the lunch period.
- (g) A half ($\frac{1}{2}$) day assignment in the elementary schools shall be defined as one hundred and fifty (150) minutes of instructional time in balanced school day, and the beginning of the lunch hour in a non-balanced day school.

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 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 six (6) months from the date of commencement of employment 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 30th 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:
96.5% of the Secondary Teachers' grid A1, Year 0 divided by 194
- (i) Effective September 1st, 2008 the casual daily rate is two hundred dollars and sixty-two cents (\$200.62).
 - (ii) As of September 1st, 2009 the casual daily rate will be increased by three percent (3%) over the previous grid for a daily rate of two hundred and six dollars and sixty-three cents (\$206.63).
 - (iii) As of September 1st, 2010 the casual daily rate will be increased by three percent (3%) over the previous grid for a daily rate of two hundred and twelve dollars and eighty-three cents (\$212.83).
 - (iv) As of September 1st, 2011 the casual daily rate will be increased by three percent (3%) over the previous grid for a daily rate of

two hundred and nineteen dollars and twenty-one cents (\$219.21).

- (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 Article 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 (10th) 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 Article 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.
- 17.03 One hundred and seventy-five (175) days of occasional teaching experience shall count as one year of teaching experience.
- 17.04 Accumulation of long-term teaching assignments for the purposes of experience recognition shall begin September 1st, 1988. Accumulation of casual occasional teaching assignments for the purpose of experience recognition shall begin September 1st, 1993.
- 17.05 Experience shall be credited September 1st of each school year.

17.06 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 three (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 A Casual 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 Casual 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, Casual 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 Upon request, the Board, through the Director of Education shall issue a letter of acknowledgement to an individual Occasional Teacher who has participated in a Professional Development Day.

21.04 Long Term Occasional Teachers shall participate in scheduled Professional Development Days and shall be remunerated for the day(s) when the Professional Development Day(s) are scheduled during a Long Term Occasional Assignment.

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 (1¼) 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 2008 and shall remain in effect until the 31st day of August 2012 and from year to

year thereafter. Either party thereto may give written notice to the other party within ninety (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 The Board shall post on the internet (such as the Board's First Class email system) any Long Term Occasional assignment which is known at least five (5) school days in advance of the commencement of the assignment. Interested Occasional Teachers may apply for any posting in accordance with the procedure as outlined on the posting. Prior to external hiring, the Board shall fill Long Term Occasional positions with a qualified Occasional Teacher applicant from the Occasional Teacher List.

- 26.02 (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 Professional Development days 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.

26.03 The Local Unit President shall have access to the Long Term Occasional Postings.

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.


Article 28: REGULATION 521/01

The Board shall maintain confidential files for all the information collected under Regulation 521/01.

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.

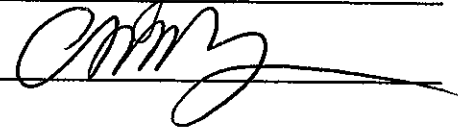
Dated this 3rd day of March 2009, in Brantford, Ontario.

For the Brant Haldimand Norfolk Catholic District School Board:

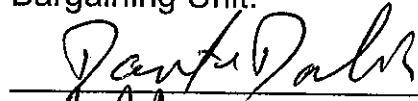


Paula Dunn

Stacey Hill



For the Brant Haldimand Norfolk OECTA Occasional Teachers' Bargaining Unit:



A. Cannon

Luba Nincevic

Joan Doyak
Ken McDonald

