



**ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD**

Lighting the Way ~ Rejoicing in Our Journey

COLLECTIVE AGREEMENT

BETWEEN

THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

AND THE

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

13091 (03)

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Article 1 – Definitions

- 1.01 a) Part X.1 Teacher as Defined by the Education Act: means a Teacher who is a member of the College of Teachers employed by the Board to teach but does not include a supervisory officer, a Principal or Vice-Principal or an instructor in a Teacher-training institution.
- b) “Occasional Teacher” is a Teacher as defined in the Education Act, s. 1.1, who is employed by the Board to teach as a substitute for a Teacher or a temporary Teacher who was or is employed by the Board in a position that is part of its regular teaching staff; but
- i) if the Teacher substitutes for a Teacher who has died during a school year, the Teacher’s employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- ii) if the Teacher substitutes for a Teacher who is absent from his or her duties for a temporary period, the Teacher’s employment as a substitute for him or her shall not extend past the second school year after his or her absence begins.
- c) “Board” is the St. Clair Catholic District School Board.
- d) “Business Days” are Monday through Friday, excluding Saturday, Sundays and holidays.
- e) “Casual Occasional Teacher” shall mean any Occasional Teacher employed by the Board to teach on a day-to-day basis.
- f) “Long Term Occasional Teacher” shall mean an Occasional Teacher who is employed for a period of fifteen (15) or more consecutive teaching days as a replacement for a Teacher employed by the Board. It is understood that upon the completion of a Long Term Occasional Teacher assignment, the status of the Occasional Teacher shall revert to Casual Occasional Teacher.
- g) “Occasional Teacher List” means a list of all Occasional Teachers, who have been accepted by the Board to teach as Occasional Teachers.
- h) “Association” or “Union” shall mean the Ontario English Catholic *Teacher’s* Association (*O.E.C.T.A.*). The Local Occasional Teacher’s Bargaining Unit consists of all members of the Association covered by this Agreement.
- i) “Predetermined” shall mean a long term position of which the Board has had advanced written notice or sufficient knowledge that the position would require a Long Term Occasional Teacher as per Article 14.
- j) “Persons Under Letter of Permission” shall mean persons for whom the Board has secured a Letter of Permission under Regulation 183 shall be deemed as Occasional

Teachers. The Board shall report to the Association every vacancy and appointment made under Regulation 183.

- k) “Working Day” shall be defined a school day other than Saturday and Sunday or a school holiday.
- l) “Half Time Casual Occasional Teacher” shall work up to 150 minutes of consecutive instructional time in one school day.

1.02 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.

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 and all Occasional Teachers work at the Board.

2.02 Regular part-time Teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Agreement in respect of such occasional teaching employment.

Article 3 – Scope

3.01 Any such person who is legally employed as an Occasional Teacher shall be covered by this Agreement in respect of such Occasional Teacher employment.

3.02 No person in any Heritage Language Program, *Home Instruction* or Continuing Education Program shall be covered by this Agreement.

Article 4 – Association Security

4.01 *Subject to Article 13.01*, all Occasional Teachers, upon completion of an interview and acceptance by the appropriate Supervisory Officer or designate of the Board shall be placed on the active Occasional Teacher List and shall become members of the Occasional Teachers’ Bargaining Unit.

Article 5 – Association Dues

5.01 In every pay period, the Board shall deduct from every pay of each Occasional Teacher and Occasional Teachers on Letters of Permission, or any unqualified individual acting as an Occasional Teacher or the dues authorized by the constitution of the Association and/or as directed by its Executive in addition, any levy deductions authorized by the Association. It is the responsibility of the Association to advise the Board in writing as to any changes to the appropriate amount if and

when necessary. *The time frame for implementation shall be mutually agreed by the Board and the Association.*

- 5.02 Association dues shall be forwarded, on a monthly basis, to the Provincial Secretary-Treasurer of the Association. The dues shall be accompanied by a listing indicating the Occasional Teacher's name, status, and Occasional Teachers on Letter of Permission indicating their Social Insurance Number, and the amount of the dues deducted.
- 5.03 Effective the first day worked in any new calendar year, each Occasional Teacher shall be levied \$20.00. *An additional levy of \$2.00 per pay period shall be deducted in each pay period in which the Occasional Teacher works.* The applicable levies deducted shall be forwarded to the Occasional Teacher Bargaining Unit Treasurer.
- 5.04 The Association shall indemnify and save the Board harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of the Board making any deductions in accordance with the foregoing, and the Association will make refunds directly to all Occasional Teachers and Occasional Teachers on Letters of Permission from whom a wrongful deduction was made.

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 Negotiating meetings shall take place outside of normal school hours unless otherwise mutually agreed. If the parties mutually agree to meet during working hours, the Association and the Board shall mutually agree to a cost-sharing arrangement. Up to two (2) members of the Teachers' bargaining committee shall be entitled to receive the appropriate daily rate for Casual Occasional Teachers for their time spent attending such meetings. The Association shall notify the Board in writing of the names of the members of the bargaining committee within 30 Business Days of commencement of bargaining and any changes therein from time to time.
- 6.03 Where a prospective Long Term Occasional Teacher is required to attend negotiation meetings during the 15 teaching days 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 fifteen (15) teaching days and the Long Term Occasional Teacher shall be paid the appropriate daily rate of an Occasional Teacher for such day(s) spent in negotiations.
- 6.04 No Occasional Teacher shall leave his/her assigned duty to attend to Union business without consent of the Principal.
- 6.05 The Association and/or employees covered by this Agreement will not engage in Association activities during working hours, or hold group meetings at any time on

the premises of the Board without the permission of the senior administrator responsible for human resources in consultation with the school Principal. The Association and the Board agree that there shall be no discrimination, intimidation, restraint or coercion exercised by the Association or any of its members or by the Board with respect to any employee of the Board on the basis of Association membership or otherwise.

6.06 Association members shall have the right to be accompanied and/or represented, in any matters pursuant to the collective agreement, by the Occasional Teacher Local President or designate.

Article 7 – Management Rights

7.01 The Association recognizes that it is the right of the Board to exercise the regular and customary functions of management and to direct the working forces, subject to the terms of this Agreement.

7.02 The Association acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) hire, direct, classify, discharge, suspend or otherwise discipline Occasional Teachers subject to the provisions of this Agreement.
- c) establish from time to time and enforce reasonable written rules and regulations, not inconsistent with the provisions of this Agreement governing the conduct of the Occasional Teachers.
- d) determine, alter and eliminate services, programs and courses offered;
- e) determine the number of Occasional Teachers to be employed, subject to Article 13, the number of students to be allocated to a program, class size, and subject to be taught;
- f) designate or establish departments, or areas of study.

7.03 The Board reserves to itself, fully and exclusively, all management rights and prerogatives conferred on it by statute and regulation otherwise save and except to the extent expressly and specifically modified, curtailed, or limited by any provision of this collective agreement.

7.04 The Board reserves the right to assign a suitably qualified person who is not on the Occasional Teacher List to take charge of an instructional unit in the event that an

Occasional Teacher on the Occasional Teacher List is not available for the assignment at its commencement. The Board shall replace the person as soon as a qualified Occasional Teacher becomes available.

- 7.05 a) The Board and OECTA jointly agree to the current performance appraisal form. The observation criteria and process for Casual Occasional Teachers will not assess a Teacher's Catholicity.
- b) Where a pattern of performance identifies areas of concern and the Employer conducts a performance appraisal, an Occasional Teacher may be directed to individual professional development to address such concern(s). Where a number of Occasional Teachers may benefit from professional development to address a common performance concern, the parties recognize such professional development may be an appropriate subject matter for in-service-training pursuant to Article 20.02. Other opportunities are available to Occasional Teachers pursuant to Article 20.03.

Article 8 – Leaves of Absences (With Pay)

8.01 The Board shall provide leave, with pay, for Long Term Occasional Teachers due to a death in the immediate family: a parent, parent-in-law, husband, wife, child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, uncle, aunt, or for any other person who may have been as close to the Teacher as a member of his/her immediate family. The absence for bereavement shall be counted from the day of death to the day of the funeral. Additional days will be at the discretion of the senior administrator responsible for human resources or designate and shall depend on circumstances, but in no case will the number of days exceed five (5).

8.02 Daily pay will be provided for a Long Term Occasional Teacher who is absent because of quarantine, jury duty or subpoena as a witness in any proceeding to which he/she is not a party or is not one of the persons charged. Remuneration received by the Occasional Teacher for the above shall be remitted to the Board.

Extenuating situations if approved by Human Resources

- 8.03 a) A Long Term Occasional Teacher shall be allowed two (2) sick leave credit days for every twenty (20) days of teaching for the duration of the Long Term Occasional teaching assignment.
- b) Sick leave credits will not be carried over into the next school year.
- c) The total sick leave credits will be calculated at the beginning of the long term assignment and placed in the Occasional Teacher's sick leave account.

Association Business (Without Pay)

- 8.04 a) An Occasional Teacher who is elected to the position of Local President of the Association shall, if the duties of the office are such that the President becomes 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.
- b) The Local 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.
- c) The Association shall notify the Board of the unavailability of an Occasional Teacher under Article 8.04.
- 8.05 An Occasional Teacher who, because of illness, maternity, parental, adoption of a child, or other personal reason that may be approved by the senior administrator responsible for human resources or designate becomes unavailable for assignment shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability.

Article 9 – Association Information

- 9.01 The Board shall provide bulletin board space in each school accessible to the Occasional Teachers and upon which the Association shall have the right to post notices.
- 9.02 The Board agrees to make available to each school a mailbox for Association correspondence.
- 9.03 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the senior administrator responsible for human resources or designate and the President of the Association.
- 9.04 The Association shall notify the Board in writing or by e-mail of the names of the officers and members of the bargaining committee and of any changes therein from time to time.
- 9.05 The Board shall notify the Association in writing or by e-mail of the names of the officers and members of the bargaining committee and of any changes therein from time to time.
- 9.06 All Occasional Teachers shall have e-mail and employee level access of the Board site as well as a web page for Occasional Teachers on the Board's web site.

Article 10 – Joint Liaison Committee

- 10.01 In the event that there is a matter or issue of concern, the President of the Union will advise the *senior administrator responsible for Human Resource Services* of the concern or issue in writing. The senior administrator responsible for *Human Resource Services* and his or her appointees shall meet with the President and one other Union representative to discuss the matter. It is agreed that there will be a minimum of two (2) meetings per year with the option of mutually agreeing to additional meetings.
- 10.02 The Joint Liaison Committee shall meet no later than November 30th in each calendar year to review and update the Occasional Teacher List to ensure accuracy of the list and to ensure that there is adequate coverage in the schools.
- 10.03** *In addition to the provisions of Article 20 regarding professional development, the Association will have the opportunity to provide advice to the Board regarding the provision and planning of professional development for Occasional Teachers through the Joint Liaison Committee.*
- 10.04 In emergency situations when the Board requests a meeting during the day the Occasional Teacher will be paid the appropriate daily rate.

Article 11 – Grievance/Arbitration Procedure

11.01 Definition:

- a) A “grievance” shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Teacher, group of Teachers or OECTA and the Board.
- b) A “party” shall be defined as:
 - i) OECTA;
 - ii) The Board
- c) “Days” shall mean school days unless otherwise indicated.

11.02 Informal Stage:

The Teacher, or group of Teachers, and/or an OECTA representative will attempt to resolve a grievance or a policy grievance by informal discussion with the Principal or immediate supervisor and the senior administrator responsible for *Human Resource Services* prior to initiating the formal grievance.

Formal Stage:Step 1

- a) Failing a satisfactory settlement in the Informal Stage OECTA shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought. The grievance shall be signed by the grievor(s) and/or OECTA as the case may be and shall send the same to the senior administrator responsible for **Human Resource Services** or his designate within twenty (20) Business Days from the time of the occurrence of the circumstances giving rise to the grievance or when the Teacher ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.
- b) The senior administrator responsible for **Human Resource Services** or his/her designate, shall meet with the grievor(s) and/or the representative(s) within ten (10) Business Days from the receipt of the grievance. The senior administrator responsible for **Human Resource Services** or his designate shall forward the written decision to OECTA within five (5) Business Days of such meeting.

Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or OECTA shall submit the grievance, in writing, to the **Superintendent responsible for Human Resource Services** or designate within five (5) Business Days of receiving the decision at Step 1.
- b) The **Superintendent responsible for Human Resource Services or designate** shall meet with the grievor(s) and/or OECTA representative(s) within ten (10) Business Days from the receipt of the grievance. The senior administrator responsible for **Human Resource Services** or designate may be present if so required by **the Superintendent responsible for Human Resource Services or designate**. The **Superintendent responsible for Human Resource Services** or designate shall forward a written decision to OECTA within five (5) Business Days of such meeting.

Step 3

If no settlement is reached, OECTA may submit the grievance to arbitration within ten (10) Business Days of receipt of the response as follows:

- a) Board of Arbitration: A grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within ten (10) Business Days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree

upon a chair within the fixed time limits, an appointment as Arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the Arbitration Board, the other party may request the Minister of Labour to refer the grievance to a single Arbitrator.

- b) Decision of the Arbitrator: An Arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator shall be final and binding upon the parties and upon any Teacher(s) affected by it.
- c) Arbitration: Upon agreement of the parties a grievance may be submitted to a single Arbitrator, and OECTA will indicate the name of its suggested Arbitrator to the Board. Within ten (10) Business Days thereafter, the other party shall respond in writing indicating their agreement to the Arbitrator or suggesting another name. If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- d) Powers of the Board of Arbitration: An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Labour Relations Act. The time lines in the grievance and arbitration provisions are mandatory, *unless extended by mutual consent according to Step 3, i) a) below*.
- e) Decision of the Board of Arbitration: An Arbitration Board shall give a decision within sixty (60) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- f) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single Arbitrator. In the case of an Arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the Arbitration Board.
- g) Policy Grievance: OECTA and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to the OECTA President or the Assistant Superintendent – Business Services, as the case may be, and must be filed within twenty (20) Business Days of the occurrence of the circumstances giving rise to the grievance or when OECTA or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.

- h)
 - i) Grievance Mediation: Nothing in this Article precludes the parties from mutually *agreeing to mediation* – arbitration under section 50 of the Labour Relations Act.
 - ii) Expedited Arbitration: Either party may utilize the expedited arbitration provisions of the Labour Relations Act in accordance with section 49 of the Act.
- i) Other:
 - a) All time limits herein for the grievance and arbitration procedure may be extended only upon written consent of the parties.
 - b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
 - c) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
 - d) Records of any grievance shall be kept in a file separate from the personnel files of an individual Teacher.

Article 12 – Access to Records

- 12.01 During normal business hours, an Occasional Teacher shall have the right to reasonable access to their personnel file for review in the presence of a Board official or his/her designate. The Teacher may reasonably request a copy of any material contained in these files.
- 12.02 The Occasional Teacher may reply to any document from the file and such reply shall become part of the Occasional Teacher’s file.
- 12.03 If at any time a written complaint or memorandum is placed in the Occasional Teacher’s file, the Occasional Teacher shall receive a copy and have an opportunity to respond in writing.

Article 13 – Occasional Teacher List

- 13.01 Prior to being placed on the Occasional Teacher List the applicant must submit proof of current registration with the College of Teachers, satisfactory Criminal Background Check and all other required documentation.
- 13.02 *An up-to-date Master Occasional Teacher List including the Occasional Teacher’s name, address and telephone number shall be provided to the Association by September 30th of each year.*

- 13.03 In addition to the Master Occasional Teacher List, subject to the terms of Article 13, the Board shall provide the Association with the names of the persons who are employed to replace Teachers under the Regulation 298 Section 20 emergency provision when no Occasional Teacher is available for placement and all persons employed on Letters of Permission by September 30th of each year. These lists shall identify such persons separately from the Master Occasional Teacher List and from one another.
- 13.04 The Board shall provide the Association with the Occasional Teachers employed on long term assignments beginning September 30th of each school year and on a regular ongoing basis thereafter. The list shall include the name of the Occasional Teacher under long term assignment, the school of employment and the duration of each long term occasional contract.
- 13.05 Occasional Teachers shall report through the Board's electronic employee management system Operator any changes required to their:
- name
 - address
 - telephone number

This information is required by the Board in order that the employee management system can contact the Occasional Teacher regarding teaching assignments. Occasional Teachers shall report any permanent changes to their name, address and telephone number to the Officer – Employee Services (Teaching)

- 13.06 The parties recognize multiple assignments to any one school provide an opportunity for a Site Supervisor to perform a performance appraisal of such Occasional Teacher. When requested, the performance appraisal for such an Occasional Teacher will be given priority over the performance appraisal of other Occasional Teachers.

13.07 a) It is the Occasional Teachers' responsibility to guarantee they have paid their annual College of Teachers membership fees to ensure they are in "good standing" with the College of Teachers.

- b) By May 31st of each year, Employee Services will post a memo on all appropriate bulletin Boards and forward an electronic copy to all Occasional Teachers and the Union President to remind all Occasional Teachers that, unless Employee Services is informed otherwise, the Occasional Teacher will remain on the Master Occasional Teacher List for the subsequent school year as long as they have:
- Paid their College of Teachers' membership fees and submitted a copy of their registration to Employee Services (Teaching) no later than June 30th
 - Submitted a completed Offence Declaration form to *Human Resource Services* no later than June 30th
 - Worked at least ten (10) days in the previous school year except when the Occasional Teacher is on leave in accordance with Article 8.

- c) It shall be the responsibility of the Occasional Teacher to obtain, complete and return the Offence Declaration form by June 30 each year. This form shall be made available at the Catholic Education Centre, in the schools and on the Board's website. Occasional Teachers who fail to provide an annual Offence Declaration by June 30, will be notified by email not later than August 15 and will be suspended from the Occasional Teacher List effective August 31.

Occasional Teaching Assignments

- 13.08 a) All elementary casual assignments which are not pre-assigned pursuant to Article 13.12, shall be distributed on a rotational basis using the employee identification number for assignments to which they are qualified to teach on the School Preference List. The employee identification number for Occasional Teachers will appear only once on each School Preference List in the automated employee management system.
- b) Where the list of qualified teachers on the School Preference List is exhausted, casual occasional assignments shall be distributed on a rotational basis using the employee identification number for assignments to any teacher on the School Preference List.
- c) Notwithstanding 13.08 b), assignments to teach French, Music and the classroom identified for children with autism may be assigned to teachers with criteria as follows, prior to assignment to any teacher on the School Preference List.
- i) Teachers who are fluent in French as necessary to teach French as a Second Language and/or French Immersion may be called to teach French.
 - ii) Teachers who have a music degree or who have instrumental or vocal music experience may be called to teach Music.
 - iii) Teachers who are pre-trained by the Principal of Special Education may be called to teach in the classroom identified for children with autism.
- 13.09 Notwithstanding Article 13.08 Casual Occasional Teachers may have their assignment extended for the absence of the same Teacher in the same class for the following day(s) or the Casual Occasional Teacher may be scheduled to replace the regular Teacher who may be absent on a planned regular basis. ***Except as noted in Article 13.12 e)***, it is agreed that all pre-assigned work in the school will not be assigned to only one Casual Occasional Teacher but will be distributed to the Occasional Teachers on the school lists.
- 13.10 Occasional Teachers who have completed twenty (20) days of casual occasional or long term occasional employment with the board in the previous school year or in the current school year shall be eligible for pre-assignment.

13.11 *Occasional Teachers, who have chosen the schools noted below on their School Preference List and have established eligibility under Article 13.10 above, will be given first consideration for pre-assignments in those schools. Next consideration for pre-assignment to the schools noted below will be given to Occasional Teachers who have chosen these schools on their School Preference List but have not yet or no longer have eligibility for pre-assignment under Article 13.10. In the event the assignment continues to be unfilled any Occasional Teachers may be pre-assigned to the schools noted below irrespective of their previous employment with the Board or their eligibility under Article 13.10.*

- a. Sacred Heart Catholic School, Port Lambton
- b. St. John Fisher Catholic School, Forest
- c. St. Joseph Catholic School, Tilbury
- d. St. Peter Canisius Catholic School, Watford

13.12 a) Each Occasional Teacher who satisfies the conditions noted above may be pre-assigned at the discretion of the Board to a maximum of *twenty-three (23) days in a school year.*

b) *In addition to the twenty-three (23) days of pre-assignments in Article 13.12 a) an Occasional Teacher may be pre-assigned at the discretion of the Board to a maximum of an additional ten (10) pre-assignments to teach in the intermediate division.*

c) *For the purpose of Article 13.12 a), two (2) half-day assignments shall be added together and shall be counted as one (1) day.*

d) *There shall be no pre-assignments to teach in the month of September however pre-assignments may be scheduled in September for teaching assignments in the future.*

e) *An Occasional Teacher who accepts a long term occasional assignment as Vice-Principal relief and further agrees to accept Occasional assignments to replace the Vice-Principal, shall be so assigned without limit to the number of pre-assignments, however shall not be allowed to take any other pre-assignments in the school year.*

f) The Board shall not pre-assign unqualified instructors, however where call-out to the School Preference List is exhausted, assignments may be offered to a qualified teacher who has not yet satisfied the terms of Article 13.10 in order to avoid the use of an unqualified instructor.

13.13 The Employer will maintain a list that will identify the names of Occasional Teachers who are qualified to be pre-assigned and the number of *days of* their year-to-date pre-assignments, a copy of which will be available electronically to the President of the OECTA Occasional Unit.

- 13.14 The Board and Association Negotiating Committees agree to meet not later than **May 31, 2009** to review the number of pre-assignments, the number of Occasional Teachers who have qualified for pre-assignment and the list of schools in Article 13.11 above. Where pursuant to such review, the parties are unable to reach mutual agreement on changes to the maximum number of pre-assignments, the number of days required to qualify for pre-assignment or the list of schools in Article 13.11 the status quo will apply.
- 13.15 All Occasional Teacher work in the Board shall be assigned only to Occasional Teachers on the School Preference List except for those situations that involve job-sharing replacement, or assignments for surplus regular Teachers, or no Occasional Teacher is available from the list or no qualified replacement exists on the list.
- 13.16 The core calling hours shall be as follows:
- a) Sunday to Thursday - 5:30 p.m. to **9:00 p.m., except (i.e., no call-out) on evenings that precede a non-instructional day**
 - b) Monday to Friday - 6:00 a.m. until the job is filled, provided the call out is for the same day only
- 13.17 The core calling hours shall not be changed during the term of this agreement without the consent of the President of the Occasional Teachers bargaining unit. The occasional President will meet with Board representatives within 10 Working Days of receipt of notice from the Board to review the operation of the core calling hours and to consider any other suggestions to address concerns regarding core calling hours. Notification of changes to the core calling hours will be provided to all the Occasional Teachers on the Board's website.
- 13.18 ***Whenever there is significant change to the automated employee management system,*** the Board shall provide the President of the Association's Occasional Teachers' Unit up to a maximum of two days with pay at the appropriate daily rate for orientation and training regarding the **changes to the system.**
- 13.19 ***The President of the Association's Occasional Teachers' Unit will be provided the following:***
- a) ***Access to electronic reports on the Board's website for each school's Pre-Assignment Availability List and School Preference Lists.***
 - b) ***One (1) meeting which shall not exceed one-half day in length, scheduled at a mutually agreeable time each of three (3) terms in each school year, with the Board's SFE Operator.***

- c) ***One (1) meeting which shall not exceed one-half day in length, scheduled at a mutually agreeable time in each school year with the Board's Business Analyst.***

Article 14 – Long Term Occasional Teachers

- 14.01 When a Teacher is absent for fifteen (15) consecutive teaching days or longer, the Board shall replace the absent Teacher with a Long Term Occasional Teacher.
- 14.02 Each Long Term Occasional Teacher, hired for a pre-arranged assignment, shall receive a letter specifying the assignment and duration with an electronic notification to the Local President. A Long Term Occasional Teacher shall be placed on the appropriate OECTA salary grid (elementary or secondary). The salary grid includes payment for vacation pay and any statutory holiday pay.
- 14.03 In the event that the Long Term Occasional Teacher's assignment is to be terminated prior to the original termination date, the Long Term Occasional Teacher shall, whenever possible, be given five (5) teaching days notice by the Principal of the school. ***Human Resource Services*** will confirm this change of assignment in writing.
- 14.04 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 scheduled and attended, or Board recognized holidays, or early school closings due to emergencies, as breaking the continuous service on the part of the Occasional Teacher.
- 14.05 The Board recognizes that the Occasional Teacher may not be able to accept all long term assignments as offered.

Posting of Pre-Scheduled, Predetermined and Long-term Occasional Assignment

- 14.06 All pre-scheduled and predetermined assignments shall be posted provided that the posting period is completed in not less than 15 Working Days from the anticipated start date of the assignment.
- 14.07 The Board shall post the positions in all work locations, subject to 14.06, for a period of 5 Business Days. A copy of each posting shall be available on the Board's website for access for all Occasional Teachers.
- 14.08 a) Subject to 14.06 postings which occur during July and August of each year shall be posted in the Catholic Education Centre with a copy being available on the Board's website for access for all Occasional Teachers.

- b) The interviews shall take place after school hours or at a mutually agreeable time.
- 14.09 Where the Board is given notice that a Teacher will be absent from regular classroom duties, but does not have sufficient time to post notices as per Article 14.06 or 14.07, the Board shall review the list of eligible Occasional Teachers and assign the long term position as deemed appropriate.
- 14.10 Should the Board not find a suitable candidate from the list of applicants then the Board may fill the position at its discretion from the list at large.
- 14.11 The Board reserves the right to ensure that an individual is academically qualified (as required by the Education Act and its Regulations) to fill a vacancy.

Nonscheduled Long Term Assignments

- 14.12 *The Board retains the right to hire at its discretion however the Board will give consideration to Occasional Teachers for placement to LTO assignments who have previous successful occasional teaching experience with the Board.*
- 14.13 Where an Occasional Teacher has completed six (6) or more days of consecutive teaching towards the fifteen (15) day period for a long term occasional assignment, and the absent Teacher does not return to work after fifteen days, the Occasional Teacher who was in the classroom shall first be considered for the long term occasional assignment.

Article 15 – Teaching Experience and Grid Placement for Long Term Occasional Teachers

- 15.01 For the purposes of determining placement on the salary grid, category placement and experience as at September 1 of the current school year shall be as follows:
 - a) previous experience as recognized by the Board
 - b) previous contract teaching experience in Ontario
- 15.02 Long-term occasional experience only will be recognized on the salary grid under the following conditions:
 - a) In calculating experience, periods of 15 consecutive days or more, shall be added together. The resulting number of days divided by 20 will be calculated as months of experience. The resulting number of months divided by 10 will be calculated as years of experience.
 - b) This experience will be applied to long term occasional teaching only.
- 15.03 *A Teacher, who before the beginning of the school year, has met all the conditions required for a QECO Statement of Evaluation for a higher standing, shall be entitled to an adjustment in salary as of September 1 of that year, providing the Teacher presents a copy of a QECO Acknowledgement of*

Correspondence (green card) to the Board on or before December 31 of that year acknowledging that he or she has applied for a change in category.

15.04 *A Teacher, who before December 31st has met all the conditions required for a QECO Statement of Evaluation for a higher standing, shall be entitled to an adjustment in salary as of January 1 of the next year, provided the Teacher presents a copy of a QECO Acknowledgement of Correspondence (green card) to the Board on or before April 30 of the next year acknowledging that he or she has applied for a change in category.*

Article 16 -Remuneration and Method of Payment

16.01 The daily rates shown apply to all Occasional Teachers and are inclusive of vacation pay and statutory holiday pay.

<i>September 1, 2008</i>	<i>\$204.00</i>
<i>September 1, 2009</i>	<i>\$210.00</i>
<i>September 1, 2010</i>	<i>\$216.00</i>
<i>September 1, 2011</i>	<i>\$223.00</i>

16.02 a) The Occasional Teacher’s salary is to be paid on alternate Thursdays through the Agreement year. Actual pay dates will correspond to the pay dates established for OECTA Elementary statutory Teachers. Salary payments will be made by direct bank deposit into the Teacher’s bank account.

b) Notwithstanding article 16.02 a) work performed during the pay period immediate prior to the Christmas Break, will be paid after the break.

c) Notwithstanding article 16.02 a), where the school year exceeds fifty-two (52) weeks, a pay period may be extended so as to maintain twenty-six (26) pay periods in that year. The Board will provide notice of such an extended pay period to the President of the O.E.C.T.A. Occasional Teachers’ bargaining unit.

16.03 The Board shall deposit Occasional Teacher’s salary in accounts of financial institutions at the individual Teacher’s choice provided that the financial institution is a participating member in the electronic funds transfer system.

Article 17 - Reporting Pay

17.01 An Occasional Teacher who reports for a placement and no assignment is available, shall be paid the appropriate half or full daily rate amount as originally assigned. The Occasional Teacher is required, as a condition of receiving pay, to remain at the school and be available for an alternate teaching assignment for the half or full day as originally assigned.

Article 18 – Benefits – Long Term Occasional Teachers

- 18.01 A Long Term Occasional Teacher who is employed for a period of four (4) consecutive months shall have the following benefits made available to them; *Deluxe Travel*, Vision Care, Dental, Group Life, Extended Health Care and A.D.&D.
- 18.02 Benefits rates will be paid on a pro-rated basis for Long Term Occasional Teachers employed for less than *a full* day.
- 18.03 It is further agreed that any changes to contribution rates, content and/or delivery of benefits for the regular Teachers will become effective at the same time for the Teachers covered by this Agreement.

Article 19 – Working Conditions

- 19.01 Except in emergency situations, no Occasional Teacher shall be required to perform any medical/physical procedure or to administer prescribed medication to any student.
- 19.02 Casual Occasional Teachers who are assigned a full day shall have a lunch break of not less than forty (40) consecutive minutes.
- 19.03 *As per current practice and subject to the timing of the receipt of the assignment, Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision / on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty shall constitute supervision.*
- 19.04 *No Occasional Teacher shall be given more than one supervision duty per day per school except where the Classroom Teacher being replaced is normally scheduled for more than one supervision.*
- 19.05 No Casual Occasional Teacher shall be assigned duties prior to the start of school on the first day of an assignment.
- 19.06 The Casual Occasional Teacher in Article 19.03 may be assigned a non-scheduled supervision in lieu of the supervision prior to the start of the school.
- 19.07 The Casual Occasional Teacher shall not be required to stay beyond fifteen (15) minutes after classes. *Casual Occasional Teachers may only leave the school prior to fifteen minutes after the class, when the teacher's responsibility to students has been satisfied and the Principal or Office has been directly notified.*
- 19.08 The Casual Occasional Teacher shall be paid the full daily rate for an assignment in excess of one hundred and fifty (150) consecutive minutes of instructional time.

Subject to annual review and the approval of the Association, a Casual Occasional Teacher may voluntarily remain in a half-day assignment for up to ten (10) minutes in excess of one hundred and fifty (150) consecutive minutes of instructional time if they wish to do so.

19.09 *Principals shall represent absences and vacancies accurately, which includes the start of instructional time, when soliciting Occasional Teachers for job assignments. Unless mutually agreed, Occasional Teachers will not have their teaching assignments switched upon arrival at a school except where emergency classroom coverage is required. However if a teacher is originally assigned to a classroom assignment that is still available they shall not be moved except by mutual agreement.*

19.10 The Casual Occasional Teacher in Article **19.05** shall be assigned for the remainder of the day by the school Principal.

Article 20 – Professional Development Days

20.01 A Long Term Occasional Teacher whose assignment includes a Professional Development Day, shall be paid for the day provided that the Long Term Occasional Teacher participates in the scheduled professional activities. A break in service caused by a Professional Development Day shall not constitute a break in continuity of service.

20.02 a) The Board shall assist in providing Occasional Teachers with an annual in-service-training day with input from the Association.

b) *The* Board shall assist in providing an additional annual in-service-training day at the request of the Association and with mutual agreement with respect to the training subject matter.

c) Where a minimum of twenty (20) Occasional Teachers have participated in the additional in-service-training as contemplated in Article 20.02 b), the Board will consider a request from the Association for a third day of in-service-training in the school year, with mutual agreement with respect to the training subject matter.

d) The Board will provide the facility and a light lunch for each such in-service training at its expense however attendance shall be without pay. Where the President of the Association's Occasional Unit participates in the planning and preparation for any of the in-the-service days listed above, she/he shall be paid for a half day at the appropriate daily rate.

20.03 The Board shall provide Casual Occasional Teachers with the Professional Development calendar and shall invite all Occasional Teachers to attend. Attendance shall be voluntary in nature and without pay.

Article 21 – Travel Allowance

- 21.01 The Board shall reimburse each Occasional Teacher for travel between an assignment involving two or more schools within the Board’s jurisdiction, at the same rate of the Teacher being replaced.
- 21.02 It is understood and agreed that Occasional Teachers using their personal cars on the Board’s business shall maintain car insurance coverage in an amount not less than One Million Dollars (\$1,000,000) for personal liability and public damage.

Article 22 – Just Cause

- 22.01 The Board may discipline or discharge an Occasional Teacher at any time subject to just cause.
- 22.02 In the event of a disciplinary action or dismissal, the Occasional Teacher shall be given the reason in writing.
- 22.03 An Occasional Teacher shall be on probation until he/she has completed twenty-five (25) full days of teaching.
- 22.04 For Teachers employed in their first long-term occasional assignment of three months or longer, the probationary period will be sixty (60) days.

Article 23 – Distribution of Agreement

- 23.01 The Board shall ensure that the collective agreement along with the Board’s substitute employee management system instructions are available for all Occasional Teachers in its employ. This information will also include the name and telephone number of the Local Occasional Teacher President.

Article 24 – No Strike No Lockout

- 24.01 There shall be no strike or lockout during the duration of this Agreement, nor shall OECTA, its officers and agents take any steps directly or indirectly to cause a strike during the duration of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the Labour Relations Act.

Article 25 - Duration

- 25.01 This Agreement shall commence on the *1st day of September 2008* and end on the *31st day of August, 2012* and shall continue thereafter from year to year, unless either party gives notice to the other in writing not less than thirty (30) or more than ninety (90) days prior to the expiry date herein, of the party’s intention to terminate or to negotiate revisions to this Agreement.

Letter of Understanding

Re: Student Achievement

The St. Clair Catholic District School Board and the Ontario English Catholic Teachers Association, Occasional Teachers Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

Letter of Understanding

Re: Increase in Benchmark Funding

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase funding for Occasional Teachers by 3.5% in 2008-09, the parties agree to apply the additional funding as follows:

- *The increased funding will first be applied to provide an additional five (5) dollars to the usual half-day rate of pay to every half-day casual occasional assignment.*
- *The parties agree to meet and review this amount annually with a view to increase the amount in the event that less than ninety (90) percent has been spent in this manner or decrease the amount if necessary to recover any previous deficit in the funding.*
- *Any outstanding balance of ten (10) percent or less of the amount of the increase in funding as at June 30, shall be used in the following school year to provide professional development for Occasional Teachers.*
- *The Board shall share the financial analysis and calculations with the Association.*

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

