

**COLLECTIVE AGREEMENT**

**2008-2012**

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**

**and**

**THE HALTON OCCASIONAL TEACHER BARGAINING UNIT  
OF THE  
ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION**

**EFFECTIVE**

**SEPTEMBER 1, 2008 to August 31, 2012**

**13140 (04)**

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**PREAMBLE**

WHEREAS, it is the goal of the Halton Catholic District School Board to facilitate the optimum development of each child in accordance with each individual's potential and the requirements of society, both religious and secular, and

WHEREAS, the Halton Catholic District School Board, as representative of the parents, is entrusted with developing a school system of spiritual and academic growth and is committed to imitating the values of Jesus as exemplified in loving the Lord our God with all our heart, soul, mind and strength and loving our neighbour as ourselves, and

WHEREAS, the Occasional Teachers, who are employed to teach in the Halton Catholic District School system, by virtue of their contractual commitment, will acknowledge and foster this commitment to Christ like values by word and action, and

WHEREAS, it is essential that the Halton Catholic District School Board and the Occasional Teachers maintain the harmonious relationship that exists between them; and

WHEREAS, it is the desire of the Halton Catholic District School Board, the Occasional Teachers and their agencies, associate bodies or representatives to agree upon any interpretation of this Collective Agreement,

IT IS the intent of the Halton Catholic District School Board and the Occasional Teachers to set forth those Articles of Agreement which specify this contractual relationship.

In accordance with the terms of the Provincial Discussion Table (PDT) agreement, the Halton Catholic District School Board and the Halton Occasional Teacher Bargaining Unit, OECTA, are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

## ARTICLE 1 - DEFINITIONS

For the purpose of this collective agreement only:

- 1.01 (a) "Teacher" shall mean an employee of the Board who falls within the term "Teacher" as defined in the Education Act, Section 1 and Part X.1, which may be amended from time to time.
- (b) "Occasional Teacher" shall mean an Occasional Teacher as defined in the Education Act, which may be amended from time to time.
- (c) "Casual Occasional Teacher" shall mean any Occasional Teacher employed by the Board to teach on a day to day basis or on a continuing teaching assignment of less than fourteen (14) consecutive days
- (d) (i) "Long Term Occasional Teacher" shall mean an Occasional Teacher employed for a period of fourteen (14) or more consecutive teaching days as a replacement for a teacher.
- (ii) In determining a Long Term Occasional assignment the Board shall not regard professional activity days, statutory holidays or Association days as breaking the consecutiveness of the teaching days involved.
- (iii) A partial day assignment shall be counted as one-half (.5) day.
- (a) In the Elementary panel any assignment extending beyond the morning and into the afternoon shall be treated as a full day.
- (b) A secondary school half (1/2) day assignment shall be limited to any two periods of assignment. If an Occasional Teacher half day assignment has more than one (1) full period between assignments, the School Administrator in consultation with the Occasional Teacher, shall make every effort to assign additional periods to ensure a full days pay.
- (c) It is further understood that any assignment of an Occasional Teacher to duties beyond those as set out in (a) and (b) above shall be considered a full day assignment. The Occasional Teacher may be assigned additional on-calls/supervision as determined by the principal to provide them with a full day assignment.
- (iv) Each Long Term Occasional Teacher shall receive a letter from the Board specifying the assignment, probable duration and salary.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board in its schools in the Region of Halton.
- 2.02 There shall be no strike or lockout during the term of this agreement or of any renewal of this agreement. The term "Strike" will be as defined in the Education Act. The term "Lockout" will be as defined in the Labour Relations Act, 1995, as amended from time to time.

## **ARTICLE 3 - SCOPE**

- 3.01 (i) No "Teacher", as defined in Clause 1.01(a), shall be covered by this agreement nor shall any person employed in any Heritage Language Program, Continuing Education Program, Extension Education Program, Adult Education Program or such similar program operated by the Board.
- (ii) However, a person who is employed by the Board as a teacher in respect of part-time employment, and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect of such occasional teaching assignment.
- 3.02 Subject to Article 13.09 only Occasional Teachers on the Occasional Teacher List shall be assigned to substitute for teacher absences.

## **ARTICLE 4 - ASSOCIATION DUES**

- 4.01 The Board agrees as required by s.47 of the *Ontario Labour Relations Act, 1995* as amended from time to time, to deduct from the wages of each Occasional Teacher in the bargaining unit the amount equal to the regular Association dues.
- 4.02 The amount of dues shall be those uniformly required to be paid by a member and authorized by the Association in accordance with the provisions of its by-laws and constitution, and the Treasurer of the Association shall notify the Board of any changes therein and such notice shall be the Board's conclusive authority to make the deduction specified.
- 4.03 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 deductions authorized by the Association.
- 4.04 (a) Dues deductions made as in Article 4.01 shall be forwarded to the Secretary-Treasurer of the Association not later than fifteen (15) days following the deductions. Such deductions shall be accompanied by a list indicating the Occasional Teacher's name, social insurance number, amount of dues deducted and, as well as, updates of changes as necessary.

- (b) The Board shall supply the President of the Halton Elementary Bargaining Unit, OECTA, and the President of the Halton Secondary Bargaining Unit, OECTA, with the list of Occasional Teachers generated in Article 13 with their addresses and phone numbers, if listed, four times yearly on October 15, December 15, March 15 and June 15. The list will include those Occasional Teachers who come under the jurisdiction of this Collective Agreement.

- 4.05 All Occasional Teachers employed by the Board and on the Occasional Teacher List shall be members of the Association.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Association recognizes that it is the function of the Board to manage the affairs of its operation, to hire, to lay off, to suspend, to terminate, to discipline employees and to direct the working forces of the Board, subject to the terms of this Agreement. The Board shall not exercise its rights to direct the working forces in an unfair or discriminatory manner.

#### **ARTICLE 6 - ASSOCIATION REPRESENTATION**

- 6.01 The Board agrees to recognize a committee of not more than four (4) representatives of the Bargaining Unit in all negotiations with representatives of the Board. It is further understood that a representative of the provincial Association shall also be a member of the Local's negotiating committee.

If a representative of the Bargaining Unit is actively employed on a Long Term Occasional assignment with the Board, the LTO will receive from the Board the appropriate daily rate or a portion thereof when negotiating with the Board during the school day.

- 6.02 The Board shall release Occasional Teachers up to a maximum of twenty (20) days system wide upon Association request and approval by the Executive Officer, Human Resources Services. Such days shall be exclusive of collective bargaining (Article 6.01). An Occasional Teacher in a Long Term Occasional assignment will submit the schedule for such days at least one (1) week in advance to the Executive Officer, Human Resources Services

The Association shall reimburse the Board at the daily rate of the released Occasional

#### **ARTICLE 7 - LEAVES OF ABSENCE**

##### **7.01 Association Leave**

The Board agrees, if applicable, to retain an Occasional Teacher who has been elected to the position of President of the Occasional Teacher Bargaining Unit on the Occasional Teacher List in an inactive status for a period of not greater than the school year in which the request for such status is made. If applicable, the Bargaining Unit shall notify the Board in writing of its request and shall set out the estimated duration of the President's unavailability in the notice

## **7.02 Pregnancy/Parental/Adoption Leave**

An Occasional Teacher who, because of pregnancy, adoption, or parental leave for an infant, becomes unavailable for assignment, shall be retained on the Occasional Teacher list in an inactive status upon making application in writing for such status to the Executive Officer, Human Resources Services, stating the reason for such request and the duration of the period of unavailability to a maximum of one (1) calendar year. Any extension must be requested under Article 7.03

## **7.03 General**

The Board may, at its discretion, retain Occasional Teachers on the Occasional Teacher list in an inactive status where the Occasional Teacher is unavailable for assignments due to personal circumstances. The Occasional Teacher shall make application in writing for such status to the Executive Officer, Human Resources Services stating the reasons for the request and the estimated duration of the period of unavailability. The maximum period of time such status may be maintained shall be the duration of the school year in which the request is made and thereafter the Occasional Teacher shall be deemed to have resigned from the Occasional Teacher List.

## **7.04 Bereavement Leave**

- (a) In the case of the death of a Long Term Occasional Teacher's parent, parent-in-law, child, spouse, brother or sister during the course of an assignment, a leave of absence of up to four (4) days duration without loss of pay shall be granted provided the Long Term Occasional Teacher was scheduled to work.
- (b) In the case of the death of a Long Term Occasional Teacher's uncle, aunt, grandparent, brother-in-law, sister-in-law, grandchild, niece or nephew during the course of an assignment, a leave of absence of up to two (2) days duration without loss of pay shall be granted provided the Long Term Occasional Teacher was scheduled to work.

## **7.05 Jury Duty/Quarantine**

- (a) When a Long Term Occasional Teacher is required to be absent because of jury duty, or as a witness in any court to which the Occasional Teacher has been summoned in any proceedings to which the Occasional Teacher is not a party or one of the persons charged, the Occasional Teacher shall be subject to neither loss of salary nor deduction from sick leave credit, provided that the Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, that the Occasional Teacher receives as a juror or as a witness. An itemized expense statement shall be submitted by the Occasional Teacher to the Board.
- (b) When a Long Term Occasional Teacher is quarantined but not afflicted with a communicable



disease and is prevented from attending to duties, the Long Term Occasional Teacher shall not be subject to loss of salary or sick leave deduction.

#### **7.06 Sick Leave**

- (a) A Long Term Occasional Teacher shall be entitled to two (2) days paid sick leave following each twenty (20) continuous teaching days worked and pro-rated thereafter. Unused sick leave days up to a maximum of five (5) days may be carried over to other Long Term Occasional assignments in the same school year, but shall not be carried forward to the next school year, unless it is a Long Term Occasional assignment that spans two school years. If the initial duration of the Long Term Occasional assignment is for two (2) months or more, the Occasional Teacher will be advanced two (2) days sick leave credit at the commencement of the assignment.
- (b) For certification requested by the Board from a qualified medical or dental practitioner, the Board shall pay the cost of such certification.

#### **7.07 Examination Leave**

When a Long Term Occasional Teacher is required to be absent for the purpose of:

- (a) Writing a final term university examination
- (b) University graduation

The Long Term Occasional Teacher shall be granted time for this purpose without loss of pay or deduction from sick leave credits, provided a request for leave is submitted at least one week prior to the event. The request will include a statement of the time of the event or notice thereof. Failure to meet this time requirement may result in leave taking with pay deduction.

### **ARTICLE 8 - POSTING**

- 8.01 The Association and/or the Local shall have the right to post notices of meetings and workshops on a bulletin board designated by the Board.
- 8.02 All correspondence between the Board and the Association and/or Bargaining Unit arising out of this Agreement or incidental thereto, shall be mailed to and from the Executive Officer, Human Resources Services, and the President of the Halton Elementary Bargaining Unit, OECTA, and the President of the Halton Secondary Unit, OECTA.
- 8.03 Effective September 1, 2008, the Board shall post on the Intranet for five (5) working days Long Term Occasional assignments which are known two (2) weeks in advance of the commencement of the assignment and which are also known to be for a duration of five (5) weeks or longer. Such Long Term Occasional work shall be made available to Occasional

Teachers through the Board's website. The Board's website address is <http://staffnet.hcdsb.org>. The user name is hcdsb\hcdsb and the password is 6326300. The Board shall permit Occasional Teachers to have access to computers for the use of accessing the above website on the days they are specifically assigned to a school location.

#### **ARTICLE 9 - NO DISCRIMINATION**

9.01 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.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 It is the mutual desire of the Occasional Teachers and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision, and final settlement of the grievance.

10.02 A grievance under this Agreement shall be defined as a difference or dispute between the Board and any Occasional Teacher(s) which relates to interpretation, application or administration of this Agreement.

10.03 (a) At all formal steps, a grievance, to be acceptable under this Agreement shall:

- (i). be in writing
- (ii). specify the article(s) allegedly violated
- (iii). contain a precise statement of the fact(s) relied upon
- (iv). indicate the redress sought
- (v). be sent by registered mail or delivered in person

(b) At all stages or steps an Occasional Teacher may be accompanied by representatives of the OECTA Occasional Teachers Bargaining Unit

(c) In no case shall a grievance be commenced later than twenty-five (25) working days following the events giving rise to the grievance becoming known or ought to have been known, to the grievor.

10.04 Time limits specified in the Grievance Procedure are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

10.05 If the Occasional Teacher and/or the representatives of the Halton Occasional Teacher Bargaining Unit, after reception of the written reply after Step One (a & b) wishes to process the claim further, the Occasional Teacher and/or the representatives of the Halton Occasional Teacher Bargaining Unit shall submit the claim, in writing, to the Executive Officer, Human Resources Services, within five (5) working days

## INFORMAL STAGE

- (a) An Occasional Teacher with a complaint or grievance should first discuss the matter with the appropriate President of the Elementary or Secondary Halton Bargaining Units, depending on the panel that the complaint or grievance arose in, the appropriate official (Principal or Executive Officer, Human Resources Services, or designate) of the Board in an effort to resolve the complaint or grievance in an informal manner before a written grievance is submitted.
- (b) The Board's official (Principal or Executive Officer, Human Resources Services, or designate) shall reply verbally, within three (3) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Board's official (Principal or Executive Officer, Human Resources Services, or designate) , the complaint shall then become a grievance and may be processed to Step One.

## STEP ONE

- (a) Failing satisfaction with the reply above, the Occasional Teacher and/or the representatives the appropriate bargaining unit shall within five (5) working days of the receipt of the reply, submit the grievance in person or by registered mail, to the Executive Officer, Human Resources Services.
- (b) The Executive Officer, Human Resources Services, shall reply, in writing, by registered mail or by personal delivery, within five (5) working days of the receipt of the grievance.
- (c) If the Occasional Teacher and/or the representative of the appropriate Bargaining Unit after reception of the written reply after Step One (a & b) wishes to process the grievance further, the Occasional Teacher and/or the representatives of the appropriate Bargaining Unit shall submit it, in writing, to the Executive Officer, Human Resources Services, within five (5) working days.
- (d) In the event that a dispute arises regarding the representation of an Occasional Teacher, the Association shall appoint a representative.

## STEP TWO

- 10.06 (a) The Executive Officer, Human Resources Services, shall arrange for the Occasional Teacher and/or a representative of the appropriate Bargaining Unit to review the grievance in a meeting with the Director of Education or designate.
- (b) The Occasional Teacher and/or a representative of the bargaining unit shall submit, to the Director of Education, or designate, a concise statement of the fact(s) and the redress sought.
  - (c) This meeting shall be held within five (5) working days of receipt of the letter of grievance.
  - (d) The Director of Education, or designate, shall provide a written response to the Occasional Teacher and/or the representative of the Bargaining Unit within five (5) working days of the meeting.

- (e) If the decision is not rejected by the Occasional Teacher within ten (10) working days, it shall be binding on the Occasional Teacher and the Board.
- (f) In the event that the party who originated the grievance fails to get a satisfactory reply, that party may refer the matter to arbitration

10.07 Grievances arising directly between the Board and the Local, instead of following the procedure set out above in this Article, shall be submitted in writing directly to Step II, by registered mail or personal delivery within thirty (30) working days after either party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint.

10.08 A grievance, which has exhausted the procedure set out in this Article without being resolved, may be referred to a single arbitrator or a Board of Arbitration under the procedures of Article 11 of the Agreement.

10.09 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the school year, but excluding school holidays as defined by the Ministry of Education.

#### **ARTICLE 11 - ARBITRATION**

11.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been contravened, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's nominee to an Arbitration Board or the name of a single arbitrator, as the case may be.

11.02 The recipient of the notice shall within five (5) working days inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its nominee to the Arbitration Board.

11.03 In the case of an Arbitration Board, where two nominees are so selected they shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairperson.

11.04 If the recipient of the notice fails to nominate a single arbitrator or if the two nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party.

11.05 A single arbitrator will only be appointed by the mutual agreement of both parties.

- 11.06 A single arbitrator or the Arbitration Board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.
- 11.07 In the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs. In the case of a single arbitrator, the decision governs.
- 11.08 The single arbitrator or Arbitration Board, as the case may be, shall not by decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- 11.09 The initial notice requesting submission of the grievance to a single arbitrator or Board of Arbitration shall be delivered not later than ten (10) working days after the time limit for exhaustion of the applicable procedure contained in Sections 10.01 through 10.09 of this Agreement.
- 11.10 Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at their respective mailing addresses.
- 11.11 Each party may be represented at the arbitration by representatives of its choice.
- 11.12 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson or the single arbitrator, as the case may be.
- 11.13 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.
- 11.14 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined by the Ministry of Education.

**11.15 Expedited Arbitration**

- (a) Notwithstanding the procedure above, either party may request access to expedite arbitration under Section 49 of the Ontario Labour Relations Act 1995, as amended from time to time.
- (b) A written request may be made after the grievance procedure under the agreement 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.
- (c) Despite Clause (b) above, where the grievance is respecting the 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.

- (d) No such request in (b) or (c) above shall be made beyond the time stipulated for returning the grievance for arbitration.

#### **11.16 Grievance Mediation/Arbitration**

As outlined in Section 50 of the *Ontario Labour Relations Act 1995*, the parties, 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.

#### **ARTICLE 12 - ACCESS TO RECORDS**

- 12.01 A copy of each Principal's and Superintendent's evaluation which are kept in the Occasional Teacher's personnel file in the Board Office will be given to the Occasional Teacher concerned. The Occasional Teacher shall have the right to append comments to their personnel file and such comments shall become part of the file.
- 12.02 (a) The Occasional Teacher's personnel file in the Board Office shall be presented to the Occasional Teacher, or designate, upon written approval, within three (3) days upon receipt of a written request to the Executive Officer, Human Resources Services, or designate.
- (b) It is understood that the Occasional Teacher's personnel files located at the Board Office shall be accessible to the Occasional Teacher and to no other parties except designated Board personnel. The Occasional Teacher shall be entitled to receive a copy of any report in any file kept on the teacher before the report is placed into the file.
- (c) Should an Occasional Teacher object to the accuracy or completeness of any document in the personnel file, they shall have their written comments, if they choose to do so, appended to the disputed document.
- (d) Notwithstanding the above, an Occasional Teacher may request, in writing, to the Executive Officer, Human Resources Services to consider the removal of a negative report in his/her personnel file.
- 12.03 The personnel files for Occasional Teachers shall contain the following listed information. No other information shall be maintained in the Occasional Teacher's personnel files:
- (a) Professional Qualifications (Diplomas, Certificates and transcripts of educational degree).
  - (b) Academic qualifications (Transcripts of under-graduate degrees or other academic degrees).
  - (c) Benefit Plan participation and attendance records.
  - (d) Experience - teaching and/or work.

- (e) Professional Development Program Courses.
- (f) Identification of special skills and interests. (Human resources data).
- (g) The Occasional Teacher's Letter of Agreement.
- (h) Letter of application and application form.
- (i) Letter of acceptance of position.
- (j) Pastoral Reference
- (k) Faith Portfolio
- (l) Any other documents relevant to the employment relationship

**ARTICLE 13 - OCCASIONAL TEACHER LIST**

- 13.01 "Occasional Teacher List" shall mean the list maintained and utilized by the Board's automated staff replacement services, in allocating Occasional Teacher assignments.
- 13.02 To be eligible for placement on the Board's Occasional Teacher List, the Occasional Teacher must have valid certification as provided by the Ontario College of Teachers and/or the Ministry of Education as per the relevant Acts and Regulations.
- 13.03 Prior to being placed on the Occasional Teacher List, an applicant shall be interviewed for placement, and shall submit proof of certification and all other documentation as required by the Board.
- 13.04 Occasional Teachers shall notify the Human Resources Services in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 13.05 (a) Subject to 13.05(b) and (c), no Occasional Teacher shall be disciplined or suspended without just cause. Such notification shall be in writing.
- (b) No Occasional Teacher who has completed either sixty (60) days of occasional teaching or three (3) school years as an Occasional Teacher for the Board, whichever is attained first, shall be discharged without just cause.
- (c) An Occasional Teacher who has completed less than sixty (60) days of occasional teaching or three (3) school years as an Occasional Teacher for the Board, whichever is attained first, while subject to terms and conditions of this Agreement may be discharged by the Board.

Such Occasional Teachers shall have the right to a meeting with the Executive Officer, Human Resources Services if a request for such a meeting is made within ten (10) days of the Occasional Teacher receiving notice of discharge to discuss the discharge. The Occasional Teacher shall have the right of Association representation at the meeting.

- 13.06 Each school year the Board shall provide each Occasional Teacher with a school year calendar plus a list of schools, with the starting and dismissal times, names and placement of Principals and Vice Principals via the Board's intranet.
- 13.07 (a) At no time shall the number of Occasional Teachers on the Occasional Teacher List exceed 20% of the number of the Board's statutory teachers.
- (b) The Board and Association agree that the 20% shall be arrived at by attrition.
- 13.08 (a) If an Occasional Teacher refuses, cancels, or makes himself/herself unavailable for three (3) or more assignments within thirty (30) working days and does not provide an acceptable reason for such refusals, cancellation or unavailability the Board may remove the Occasional Teacher from the List.
- (b) The Board shall inform the Occasional Teacher in writing of the removal from the List within five (5) working days. The Occasional Teacher shall have the right to a meeting with the Executive Officer, Human Resources Services if a request for such a meeting is made within ten (10) working days of the Occasional Teacher receiving the notice to discuss the removal. The Occasional Teacher shall have the right of Association representation at the meeting.
- (c) If the Occasional Teacher is reinstated on the List following the meeting in (b) above and subsequently refuses, cancels or makes himself/herself unavailable for two (2) assignments over another thirty (30) working days within that school year or six (6) school months, whichever comes first, and does not provide an acceptable reason for such refusal, cancellation or unavailability the Board may remove the Occasional Teacher from the Occasional Teacher List.
- 13.09 The Board shall replace a teacher with an unqualified person only when no qualified Occasional Teacher is available for placement as per the *Education Act* and its regulations.
- 13.10 (a) Each Elementary Occasional Teacher shall normally be assigned the regularly scheduled supervision duties and workload of the teacher being substituted in accordance with Appendix A.
- (b) Each Secondary Occasional Teacher shall normally be assigned the regularly scheduled supervision duties and timetable of the teacher being substituted in accordance with Appendix B.



- 13.11 In the Secondary Schools, Occasional Teachers will be assigned up to four (4) periods on the first day of an assignment. If the assignment is for multiple days to replace the same teacher, the Occasional Teacher will not be assigned more than two (2) on-calls/supervision periods within the same week.

Effective February 1st, 2006, each Occasional Teacher on a secondary school placement shall be assigned a maximum of 2280 minutes of supervision on/call per semester. If the assignment is for multiple days to replace the same teacher, the Occasional Teacher will not be assigned more than two (2) on-calls/supervision periods within the same week.

The maximum number of minutes per semester shall be tracked as outlined in the Letter of Understanding: Occasional Teacher Supervision/On-Calls.

- 13.12 On the first day of an assignment, an Occasional Teacher shall not be assigned any duties prior to the commencement of classes in the morning.
- 13.13 (a) The Board agrees to establish a Labour/Management Committee consisting of representatives from the Board and Halton Occasional Teachers' Local, OECTA, to deal with matters of concern/interest to both parties.
- (b) Such committee will meet as required and as mutually agreed by the respective chairpersons. However the committee will meet at least once each term.
- (c) Agenda items are to be forwarded to the Executive Officer, Human Resources Services a minimum of seven (7) days prior to the meeting date.
- 13.14 Lunch for Occasional Teachers shall not be less than forty (40) consecutive minutes.

#### **ARTICLE 14 - OCCASIONAL TEACHERS -APPLICATIONS FOR OTHER POSITIONS**

- 14.01 Subject to Article 8.03, the Board shall post all pre-scheduled Long Term Occasional positions for a period of five (5) working days. The assignments that develop into Long Term will continue to be assigned by the automated staff replacement service.
- 14.02 The Board shall provide the President of the Halton Elementary Bargaining Unit, OECTA, and the President of the Halton Secondary Bargaining Unit, OECTA, with a copy of all postings for Long Term Occasional assignments and a list of all teachers employed on Long Term Occasional Teaching Contracts for the current school year. Such information will be provided on a monthly basis.

#### **ARTICLE 15 - SALARY SCHEDULE AND METHOD OF PAYMENT**

- 15.01 The Board agrees to pay to Casual Occasional Teachers in respect to each day of employment as an Occasional Teacher with the Board the following rates of pay:

The daily rate includes statutory payments, such as vacation pay, required under the applicable legislation.

Qualified

- i. Effective September 1, 2008, \$206.46 shall be the daily rate for members of the Halton Occasional Teacher Bargaining Unit, OECTA.
  - ii. Effective September 1, 2009, \$212.65 shall be the daily rate for members of the Halton Occasional Teacher Bargaining Unit, OECTA.
  - iii. Effective September 1, 2010, \$219.03, shall be the daily rate for the members of the Halton Occasional Teacher Bargaining Unit, OECTA.
  - iv. Effective September 1, 2011, \$225.60 shall be the daily rate for the members of the Halton Occasional Teacher Bargaining Unit, OECTA.
- 15.02 (a) A long-term Occasional Teacher shall be paid in accordance with the current and applicable salary grid (which includes vacation and statutory holiday pay,) for the Board's elementary or secondary teachers. Placement on the salary grid shall be in accordance with the Long-Term Occasional Teacher's recognized teaching experience and QECO category placement. Payment on the Teacher's salary grid shall be retroactive to the first day of the long-term occasional assignment. The Long-Term Occasional Teacher shall be paid as set out herein until the expiry of the long-term assignment.
- (b) Effective September 1, 2008, "Recognized Teaching Experience" for the purpose of 15.02(i) above shall mean all qualified teaching experience from daily occasional teaching with this Board and Long Term Occasional assignments and regular teaching assignments with this and other Boards. One hundred and eighty eight (188) days of teaching experience shall count as one year's teaching experience. For clarification, twenty (20) days shall count as one month.
- All experience shall be credited as of September 1 of each school year.
- (c) (i) A Long Term Occasional Teacher's placement on the salary grid shall be determined in accordance with QECO 5.

To qualify for a September 1<sup>st</sup> adjustment or an adjustment on the first day as a Long Term Occasional Teacher which ever is applicable according to the assignment, the Long Term Occasional Teachers must have completed course requirements prior to September 1<sup>st</sup> and must submit a letter to the Executive Officer, Human Resources Services, with a copy of the QECO "5" statement of Letter of Evaluation, or a confirmation notice from QECO that the Long Term Occasional Teacher's application is currently being processed, by December 31<sup>st</sup> of that year. Payment will be retroactive to September 1<sup>st</sup> or to the first day as a Long Term

Occasional Teacher, which ever is applicable according to the assignment. Submissions to the Executive Officer, Human Resources Services after December 31<sup>st</sup> will be processed under (2) below.

- (ii) To qualify for a January 1<sup>st</sup> adjustment or an adjustment on the first day as a Long Term Occasional Teacher which ever is applicable according to the assignment, the Long Term Occasional Teacher must have completed course requirements prior to January 1<sup>st</sup> and must submit a letter to the Executive Officer, Human Resources Services, with a copy of the QECO "5" statement of Letter of Evaluation, or a confirmation notice from QECO that the Long Term Occasional Teacher's application is currently being processed, by April 1<sup>st</sup> of that year. Payment will be retroactive to January 1<sup>st</sup> or to the first day as a Long Term Occasional Teacher, which ever is applicable according to the assignment. Submissions to the Executive Officer, Human Resources Services after April 1<sup>st</sup> will be processed under (1) above.
- (iii) It shall be the responsibility of the long-term Occasional Teacher to provide the Board with his/her qualification rating statement from Q.E.C.O. and any other necessary supporting documents.

#### **ARTICLE 16 - REPORTING PAY**

16.01 If an Occasional Teacher reports for an assignment and the assignment is not available, the Occasional Teacher shall be guaranteed pay for the length of the assignment up to a maximum of one day and shall be assigned duties by the Principal for the period of the assignment.

#### **ARTICLE 17 - BENEFITS**

17.01 Long Term Occasional Teachers only, shall be eligible for Board premium contributions for benefits as follows:

- (a) One hundred (100) per cent of the monthly premium costs for Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$50,000 for each eligible Long Term Occasional Teacher who wishes to participate in the plan;
- (b) One hundred (100) per cent of the monthly premium cost of the Dental Care Plan for each eligible Long Term Occasional Teacher who wishes to participate in the plan;
- (c) One hundred (100) per cent of the monthly premium cost of the Extended Health Benefits for each eligible Long Term Occasional Teacher who wishes to participate in the plan;

17.02(a) New casual Occasional Teachers shall be eligible to participate in those benefits outlined in 17.01, at no cost to the Board provided that they have worked and accepted a minimum of 8 days. Once eligible, the Occasional Teacher has up to the end of the following month within the school year to request access to the benefit plan.

- (b) All Occasional Teachers who elect to participate in the benefits outlined in 17.01 are obligated to maintain participation until August 31st of each year provided they remain an employee of the Board.
- (c) All Occasional Teachers who qualify for benefits and have enrolled may change their coverage from Family to Single or vice versa annually in September, or in the month in which they enrol. Changes that fall outside of these prescribed times are at the discretion of the Executive Officer, Human Resources Services, and request should be made in writing.

#### **ARTICLE 18 - PROFESSIONAL DEVELOPMENT DAY**

- 18.01 A Long Term Occasional Teacher shall receive payment for a professional in-service activity day provided such day is held when the Long Term Occasional Teacher would be otherwise scheduled to teach and provided the Long Term Occasional Teacher takes part in the professional development activities.
- 18.02 Casual Occasional Teachers shall be eligible to participate in the annual Board/Employee Professional Development Day. Those Occasional Teachers who attend shall be paid at their appropriate rate.
- 18.03 In addition to 18.02 and subject to the availability of space, Casual Occasional Teachers shall be invited to participate in Professional Development Activities and/or in-services on a voluntary basis without pay.

#### **ARTICLE 19 - ITINERANT ALLOWANCE**

- 19.01 Where approved and authorized by the Board, an Occasional Teacher who is required to travel between teaching assignments on the same school day shall be paid in respect of the travel between the schools in which the teaching assignments are located. The allowance paid shall be in accordance with Board Policy as may be amended from time to time.
- 19.02 Effective October 1, 2005, the current travel allowance is \$0.40 per kilometre subject to increase by Board policy, as may be amended from time to time.

#### **ARTICLE 20 - DURATION**

- 20.01 This Agreement shall remain in full force and effect from September 1, 2008 and shall continue in effect until August 31, 2012, unless either party notifies the other in writing by April 1, prior to the expiration of the Agreement and its desire to negotiate for the renewal of this Agreement.
- 20.02 Negotiations pursuant to clause 20.01 above shall commence within thirty (30) days of such notification unless otherwise agreed by the parties.

**ARTICLE 21 - DISTRIBUTION OF AGREEMENT**

- 21.01(a) The Board shall post a copy of the Collective Agreement on the Board's Intranet within 20 days following the completion of a signed Collective Agreement by the parties.
- (b) The Board shall provide the President of the Halton Elementary Bargaining Unit, OECTA, and the President of the Halton Secondary Bargaining Unit, OECTA, twenty (20) copies of the signed Collective Agreement.

**APPENDIX "A": PROCEDURES FOR OCCASIONAL TEACHERS DURING A NORMAL WORK DAY OCCASIONAL TEACHERS ARE ASSIGNED TO REPLACE AN ELEMENTARY TEACHER**

Occasional Teachers are required to do the full function of the absent teacher including:

1. The supervision schedule of the absent teacher except the morning schedule prior to school opening on the first day of the assignment.
2. An Occasional Teacher's assignment may include a field trip
3. Occasional Teachers may be assigned other duties if the circumstances in the school are not normal, i.e. an empty classroom without a teacher.
  - Emergency duties may include supervision and assignments arising from unplanned events
4. Planning time may be used by the Occasional Teacher to plan effective lessons for the remainder of the day, to mark assignments done during the day and to perform tasks left by the regular classroom teacher. Should the Occasional Teacher have no other duties to prepare during the day, the Principal may re-assign the Occasional Teacher to other duties as required in the school.
5. Occasional Teachers should not automatically be assigned duties to allow someone else to have planning time.
6. Each Occasional Teacher is entitled to 40 minutes uninterrupted lunch.
7. The supervision schedule of the Occasional Teacher should be the schedule of the replaced teacher.

**APPENDIX "B": PROCEDURES FOR OCCASIONAL TEACHERS DURING A NORMAL WORK DAY OCCASIONAL TEACHERS ARE ASSIGNED TO REPLACE A SECONDARY TEACHER**

Occasional Teacher are required to do the full teaching function of the absent teacher including:

1. The supervision schedule of the absent teacher except the morning schedule prior to school opening on the first day of the assignment.
2. An Occasional Teacher's assignment may include a field trip.
3. An Occasional Teacher may be assigned other duties if the circumstances in the school are not normal, i.e. an empty classroom without a teacher.
  - Emergency duties may include supervision and assignments arising from unplanned events.
4. Should the Occasional Teacher have no duties to prepare for during the day, the Principal may re-assign the Occasional Teacher to other duties as required in the school.
5. Each Occasional Teacher is entitled to 40 minutes of uninterrupted lunch.

**Letter of Intent**

The Board shall provide all current Occasional Teachers and all newly hired Occasional Teachers with a copy of the information guide. In addition, the Board shall ensure that Principals and Vice-Principals shall annually receive in-service on the information guide.

**Letter of Understanding: RE: Hiring of Occasional Teachers**

The parties agree that Article 13.07(a) and 13.07(b) shall have no force or effect for the life of this collective agreement.

**Letter of Understanding: RE: Removal from the Occasional Teacher List – Article 13.08(a)**

The Board will not enforce Article 13.08(a) for the life of the current collective agreement.

The Board reserves the right to implement Article 13.08(a) in those cases where unusually high numbers of refusals, cancellations and periods of unavailability have been reported.

President of the Halton Elementary Bargaining Unit and the President of the Halton Secondary Bargaining Unit shall be informed in writing prior to any action regarding 13.08(a)

**Letter of Understanding: Re. Criminal Reference Check**

All Criminal Reference Checks and yearly Offence Declarations collected under Regulation 521/01 Ontario Regulations, shall be stored in a confidential file separate from the personnel file. Access to the file shall be limited to the Executive Officer, Human Resources Services and a maximum of three designates from Human Resources Services.

**Letter of Understanding: Re: Occasional Teacher Secondary School Supervision/On-Calls**

Each Occasional Teacher assigned to replace a secondary teacher shall carry a tracking card for the purpose of recording on-calls/supervision. When an on-call/supervision is assigned to an Occasional Teacher, the Principal or designate assigning shall record the number of minutes assigned and initial and date the tracking card. It is the responsibility of the Occasional Teacher to carry, care for, and have completed the tracking card on the day of the assignment. Should no tracking card be presented, any on-call/supervision assigned that day will not count toward the maximum on-call/supervision minutes. The limitation of the assignment of on-calls/supervision shall be as set out in Article 13.11.

The tracking card for Occasional Teachers Secondary assignments will be made available on the Board's Intranet.



**Letter of Understanding: RE: Representatives of the Occasional Teacher Bargaining Unit**

It is understood that the representatives of the Halton Occasional Teacher Bargaining Unit shall be the President of the Halton Elementary Unit, OECTA, and the President of the Halton Secondary Unit, OECTA in all matters related to this collective agreement.

**Letter of Agreement: RE: Levy**

It is agreed that the Board, upon the request of the representatives of the Occasional Teacher Bargaining Unit, shall deduct a levy, in the amount designated by the representatives, from each pay period where earnings occur, from each Occasional Teacher in the Bargaining Unit.

If such a levy has been designated, it shall be remitted to the Treasurer of the Halton Elementary Bargaining Unit, OECTA, on January 15<sup>th</sup> and July 15<sup>th</sup> or the next business day thereafter, in each school year. The Treasurer of the Halton Elementary Bargaining Unit, OECTA, shall receive with the remittance the names of the individual Occasional Teacher from whom the levy was deducted, the number of pay periods reflected in the remittance and the total amount of the levy deducted from each Occasional Teacher.

The representatives of the Occasional Teacher Bargaining Unit may request a change in the amount of the levy at any time by providing thirty (30) days notice, in writing, to the Executive Officer, Human Resources Services.

**Letter of Understanding: OECTA/OCSTA Religion Course Part I**

Should the Board hire an occasional teacher from the Board's Occasional Teacher list to a teaching position as a member of the Halton Elementary or Secondary Bargaining Unit, the Board agrees to reimburse the teacher the full amount of registration and tuition for the Religious Education Course Part I offered by OECTA/OCSTA provided the teacher has taken the course through the Halton Catholic District School Board and provides proof of successful completion.

**Letter of Understanding: RE: Article 17**

It is understood by the parties that effective September 1, 2010, benefit improvements agreed to in the Halton Elementary and Secondary Bargaining Units Collective Agreements, 2008-2012, the same applicable benefit improvements shall be effective for Occasional Teachers on September 1, 2010, on a go forward basis.

It is understood that the Occasional Teacher's who elect to purchase benefits shall receive the same applicable benefit improvements as the Halton Elementary Unit.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this

7<sup>th</sup> Day of April, 2009

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**


Per:   
Chairperson of the Board

  
Director of Education, and  
Secretary of the Board

  
Executive Officer, Human Resources

**THE HALTON OCCASIONAL TEACHER BARGAINING UNIT  
OF THE  
ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION**

Per:   
Chief Negotiator, Halton Occasional Teacher Bargaining Unit of OECTA

  
President, OECTA Elementary

  
President, OECTA Secondary