

COLLECTIVE AGREEMENT

BETWEEN

**THE OTTAWA CATHOLIC
DISTRICT SCHOOL BOARD**

AND

**THE ONTARIO
ENGLISH CATHOLIC
TEACHERS' ASSOCIATION**

FOR THE PERIOD

SEPTEMBER 1, 2008

TO

AUGUST 31, 2012

OECTA OCCASIONAL COLLECTIVE AGREEMENT

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ARTICLE 1 - DEFINITIONS

- 1:01 “Occasional Teacher”, as defined under the Education Act shall mean that he or she is employed by a board to teach as a substitute for a permanent, probationary, continuing education or temporary teacher but,
- a) if the teacher substitutes for a teacher who has died during a school year, the teacher’s employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
 - b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher’s employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 1:02 “Casual Occasional Teacher” shall mean an Occasional Teacher employed by the Board to teach on a day-to-day basis.
- 1:03 “Long Term Occasional Teacher” shall mean an Occasional Teacher who is employed to teach for a period of fifteen (15) or more consecutive teaching days replacing the same Teacher and who is employed to teach as a substitute for a permanent, probationary, or temporary Teacher pursuant to the conditions specified in 1:01 above.
- 1:04 In determining whether to grant a Long-Term Occasional Assignment, the Board shall not regard Professional Development - Activity days, Board recognized holidays, school cancellations, or partial day assignments as breaking the consecutiveness of the days involved.
- 1:05 The Board agrees to pay any LTO for participation in Professional Days and for any school day cancelled due to circumstances beyond the Teacher’s control.

ARTICLE 2 - RECOGNITION

- 2:01 The Board recognizes OECTA (hereafter referred to as the Association) as the hereafter bargaining agent for all Occasional Teachers employed by the Board.
- 2:02 The Board recognizes the Negotiations Committee of the Association as the official body to represent Occasional Teachers and to negotiate on their behalf.
- 2:03 The Association recognizes the Negotiations Committee of the Board as the official body to represent the Board and to negotiate on its behalf.

2:04 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Human Resources and the President of the Association.

ARTICLE 3 – NO DISCRIMINATION

3:01 There shall be no discrimination by the Board or by the Association against any Occasional Teacher because of membership or non-membership in any lawful union or because of lawful activity therein.

ARTICLE 4 – MANAGEMENT RIGHTS

4:01 The Association recognizes that it is the function of the Board to manage the affairs of the operation, to hire, to lay off, to suspend, to discipline employees and to direct the working forces of the Board, subject to the terms of this Agreement and in accordance with the Acts and Regulations of the Province of Ontario.

ARTICLE 5 - DENOMINATIONAL RIGHTS

5:01 No provision of this Collective Agreement shall be construed as to affect prejudicially the rights and privileges of the Board with respect to the Employment of Teachers under the Education Act or the British North America Act, 1867 or the Constitution Act, 1982.

ARTICLE 6 - ASSOCIATION DUES

6:01 All Occasional Teachers of the Board covered by this Agreement must pay regular union dues as long as they remain members in good standing of the Association.

6:02 In every pay period, the Board shall deduct from each Occasional Teacher covered by this Agreement, the appropriate amount of dues as authorized by the Constitution of the Association.

6:03 The Association agrees to notify the Board in writing of the amount of dues to be deducted and to provide the Board with notification, in writing, at least four weeks prior to the pay period, of any changes in the amount of Association dues.

6:04 Dues deductions made as in accordance with this Article shall be forwarded to the Provincial Secretary-Treasurer of the Association subsequent to each pay period. Such deductions shall be accompanied by a computer listing indicating the Occasional Teacher's name, Social Insurance Number, and the amount of the dues deducted.

6:05 The Association agrees to indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this Article.

ARTICLE 7 - INFORMATION TO MEMBERS

7:01 The Board shall provide access to existing bulletin boards in each school upon which the Association shall have the right to post notices.

7:02 Upcoming long-term Occasional Teacher vacancies will be listed for seven calendar days prior to filling, for information purposes of OECTA Ottawa-Carleton Occasional Teacher unit members only, on the Board's website. Such vacancy listing shall be limited to pregnancy leave replacement and other reasons for replacement where the Board has at least three (3) weeks notice of the upcoming vacancy.

ARTICLE 8 - PROBATIONARY PERIOD/JUST CAUSE

8:01 The probationary period for Occasional Teachers shall be as follows:

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

8:02 Pursuant to 8:01 it is understood and agreed by the parties that probationary employees may be removed from the Occasional Teacher list by the Board due to unsatisfactory performance and/or any other valid employment related reasons. Removal from the Occasional Teacher list shall be subject to due process and the grievance procedure. The Board shall provide the Association (Local Unit) with written notification of any Occasional Teacher (teacher) removed from the list.

8:03 Occasional Teachers shall not be disciplined or discharged without just cause. Therefore, a mechanism (Appendix "A") has been established in order to provide support, professional development and due process as well as ensuring satisfactory performance of all occasional teachers.

8:04 Subject to Ministry of Education funding and on a cost neutral basis to the Board, Occasional teachers are to have access to NTIP as outlined in the PDT Framework.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9:01 It is the mutual desire of the Board and of the Association that all complaints and grievances shall be adjusted as quickly as possible.
- 9:02 A grievance under this Agreement shall be defined as a difference or dispute by an Occasional Teacher or a group of Occasional Teachers or by the Board or by the Association which relates to the interpretation, application, administration or alleged violation of this Agreement which shall be processed in accordance with this Article.
- 9:03 The grievance shall stipulate the name of the grievor; shall identify the grievor's work location; shall outline the nature of the grievance; shall specify the date on or about which the incident giving rise to the grievance occurred, shall identify the specific clause which has allegedly been violated, misinterpreted, or misapplied and the redress requested. The grievance shall be signed by the grievor and the Association President.
- 9:04 Any grievance which is not commenced or carried through to the next stage of the grievance procedure by the grievor within the time specified shall be deemed to have been abandoned, and no further action may be taken with respect to such grievance. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor shall have the right to pursue the grievance at the next step of the procedure.
- 9:05 It is mutually agreed that a grievance must be submitted within twenty (20) school days of the incident giving rise to the grievance or within twenty (20) school days after the Teacher became aware or ought to have become aware of the circumstances giving rise to the grievance.

Step One

- a) The grievance must be submitted, in writing, to the Superintendent of Human Resources or designate.
- b) The Superintendent of Human Resources or designate shall give the grievor and the President of the Association, a decision to the grievance, in writing, within ten (10) school days.
- c) The Occasional Teacher may be accompanied to a meeting with the Superintendent of Human Resources and/or designate by a member of the local executive of the Association or a representative of the Association's Provincial Office.

Step Two

- a) Failing settlement pursuant to Step One, the Association shall have ten (10) school days from receipt of reply at Step One to process the grievance to the Director of Education or designate.
- b) The Director or designate shall give a decision to the grievance in writing to the Association President within ten (10) school days after receipt of the grievance.
- c) Failing satisfactory settlement in Step Two, then, at the request of either party, in writing, the grievance may be referred to arbitration provided such request is made within ten (10) working days after the decision of the Board in Step Two has been rendered.
- d) The Occasional Teacher may be accompanied to any grievance meeting with Board officials by a member of the Association local executive or a Provincial Association representative.

ARTICLE 10 - ARBITRATION

10:01 An Arbitration Board shall be constituted and convened in the following manner:

- a) The grievor and the Association President after exhausting the grievance procedure established by this Agreement may 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 appointee to an arbitration board.
- b) The Party receiving the notice shall appoint its nominee within ten (10) days.

10:02 The two appointees so selected shall, within fifteen (15) days of the appointment of the second of them or at some mutually agreed upon time, appoint a third person who shall be the Chairperson.

10:03 If the recipient of the notice fails to appoint an appointee within the time so limited, the appointment shall be made by the Minister of Labour or if the two appointees fail to agree upon a Chairperson within the time so limited, the Chairperson shall be appointed by the Minister of Labour.

10:04 The arbitration board shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the Parties and upon any Occasional Teacher affected by it. A decision of the majority shall be the decision of the arbitration board and if there is no majority, the decision of the Chairperson governs.

- 10:05 Each Party shall pay the costs of its appointee to the Board of Arbitration and the two Parties shall share equally the costs of the Chairperson.
- 10:06 The arbitration board shall have the authority to settle disputes under the terms of the definition of grievance as outlined in this Article and will only interpret and apply this Agreement to the facts of the particular grievance involved. The Board of Arbitration cannot amend, alter, or modify this Agreement, nor give any decision inconsistent with it, nor provide a remedy applicable to the time prior to the date of the filing of the grievance.
- 10:07 The Association may initiate a grievance, that is, a grievance on a matter which cannot be the subject of a grievance by an individual Teacher, in writing at Step Two, using the same criteria identified in this article.
- 10:08 The Board may initiate a grievance beginning at Step Two in writing, using the same criteria identified in this Article. Such grievance shall be submitted to the President of the Association.
- 10:09 Where the Parties agree, a common complaint by a group of Occasional Teachers may be filed as a single grievance, using the same criteria identified in Article 10:03.
- 10:10 Notwithstanding the above procedures, a grievance may be subject to expedited arbitration pursuant to Section 49 of the Ontario Labour Relations Act.

ARTICLE 11 - ACCESS TO RECORDS

- 11:01 Upon giving prior notice to the Human Resources Department and in the presence of a member of the Human Resources Department, an Occasional Teacher shall be allowed to review the Occasional Teachers personnel file and to request photocopies of part or all of its contents. Such access time will be scheduled at a mutually convenient time. The Occasional Teacher shall have the right to respond in writing to any document contained in the file. Such response shall be appended to the document.
- 11:02 Documentation of a disciplinary nature shall not be placed in an Occasional Teacher's file without the Occasional Teacher's prior knowledge.
- 11:03 Documentation of a disciplinary nature may be removed, upon request, from the Occasional Teacher's personnel file after two years. The Letter of Discipline shall be placed in a sealed envelope in the employee's file

ARTICLE 12 - LEAVES WITH PAY FOR LONG-TERM OCCASIONAL TEACHERS

12:01 Sick Leave

Long-Term Occasional Teachers shall be entitled to two (2) days paid sick leave for each month, pro-rated, in the same assignment. Sick leave credits will be calculated on a pro-rated basis. Unused sick leave days may be carried over to other occasional teaching assignments provided such occasional teaching assignments are within the same school year. Long-term Occasional Teachers will be required to repay the Board for any sick leave used but not earned.

12:02 Bereavement Leave

- a) Three consecutive (3) working days when required (or more at the discretion of the Board) for the death of an immediate member of the family;
- b) One (1) day when required (or more at the discretion of the Board) for the death of the non-immediate family or personal friend provided the Long-Term Occasional Teacher was scheduled to work.

12:03 Jury Duty or Subpoena

A Long-term Occasional Teacher who is absent from a long-term occasional teaching assignment by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, shall be paid the salary due.

12:04 Communicable Disease

A Long-Term Occasional Teacher shall be entitled to the Long-Term Occasional Teacher's salary for the remaining period of a teaching assignment notwithstanding absence from duty where, because of exposure to communicable disease, the Long-Term Occasional Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending to the long-term occasional teaching duties.

12:05 Emergency/Compassionate Leave

A Long-Term Occasional Teacher whose assignment is three (3) months or longer may be absent from duty for up to two (2) days per year for emergency/compassionate reasons with prior approval of the Superintendent of Human Resources. Such leave will include parental reasons.

In the event of an emergency, the Teacher will be required to submit the appropriate form within five (5) school days of the emergency for the Superintendent of Human Resources review.

ARTICLE 13 - OCCASIONAL TEACHERS' LIST

- 13:01 To be eligible for initial placement on the Occasional Teachers' List the applicant must,
- a) hold a valid Certificate of Qualification (Ontario Teacher's certificate) or equivalent;
 - b) be in good standing with the Ontario College of Teachers;
 - c) provide all documentation required by Board policies and/or procedures;
 - d) be interviewed by members of the Human Resources Department or their agents (ie: Principals/Vice-Principals) and be approved by the Board for placement on the list.
 - e) be approved by the Board for placement on the list
- 13:02 Occasional Teachers shall notify the Salary Administrator – Occasional Teaching, in writing, of any change of address, telephone number, e-mail address and/or availability required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 13:03
- a) The Board shall maintain an active Occasional Teachers' List.
 - b) The Occasional Teachers' List complement will be calculated on a full-time equivalent basis according to the following:
 - i) the total FTE Occasional Teachers' List will be no more than thirty-five (35) percent of the Board's complement of full-time equivalent Permanent Teachers;
 - ii) Occasional Teachers available for less than full-time will be recognized for the portion of the time that they are available, including retired teachers and part-time permanent teachers;
 - iii) Occasional Teachers on Leave of Absence may be replaced for the period of leave;
 - iv) Occasional Teachers on Long-term Occasional contracts may be replaced for the period of the LTO contract.
 - c) The Board may add Occasional Teachers up to the maximum complement at any time during the school year.
 - d) An occasional teacher who has not worked for a period of three (3) school months shall be removed from the list upon formal notification in writing by the Board unless she/he confirms in writing her/his availability/circumstances to the employer.
 - e) Additions to the Occasional Teacher list may be made when a retired Occasional Teacher is no longer available or a casual takes a long Term Occasional contract.
- 13:04 The Superintendent of Human Resources may add Teachers to the list beyond the maximum specified in 13:03 above, in consultation with the President of the Association, for specific needs identified by the Board. Additions to the list will be

- reviewed and agreed to by mutual consent of both parties. As well, in consultation with the President of the Association, the replacement number may be exceeded for a time specific period with the approval of the Association.
- 13:05 Occasional Teachers whose names have been added to the list as a result of 13:04 above, shall be placed on the following year's Occasional Teacher List provided there are available spaces on the list as set out in 13:03.
- 13:06 The Board shall make available by September 1 of every school an electronic version of the Occasional Teachers' list of all qualified Occasional Teachers. The Board shall also make available a monthly update of changes to the Occasional Teachers' list. The Board shall provide an electronic version of such list and/or update to the President of the Association.
- 13:07 The List of all qualified Occasional Teachers will show name, telephone number, address, basic and additional Teacher qualifications, geographic and assignment preferences, and any other information deemed relevant to the Board.
- 13:08 Each Occasional Teacher shall be assigned the equivalent of the regularly scheduled supervision duties and workload of Teachers being replaced. When an Occasional Teacher is assigned to a school, consideration shall be given to avoid assigning supervision at the beginning of the first day of the assignment in order to allow the Occasional Teacher an opportunity to orient himself/herself to the school.
- 13:09 The Board may grant an Occasional Teacher up to one year of leave of absence from the Occasional Teachers' List for personal, and Association business reasons. As well, the Board may grant an Occasional Teacher up to two years leave of absence from the Occasional Teachers' List for pregnancy, parental and adoption leave. Requests for such leave shall be in writing to the Superintendent of Human Resources or designate. Occasional Teachers returning from leave shall be placed on the List upon their return.

ARTICLE 14—CENTRAL DISPATCH SYSTEM AND CALL OUT PROCEDURE

- 14:01 The Central Dispatch System and Call Out Procedure shall be based on the criteria established and mutually agreed upon between the Board and the Association.
1. Permanent Teacher absences for a future date may be booked in advance, as they become known. Such vacancies will be assigned by SEMS;
 2. In the event of an exceptional circumstance which will cause a Permanent Teacher to be absent repeatedly, the same Occasional Teacher may be requested by the school principal, or designate, to replace the Permanent teacher for each of the repeated absences, through an override of SEMS, activated by the principal.

ARTICLE 15 - DAILY RATES OF PAY

15:01 The Board shall pay to Occasional Teachers in respect of each full day of employment as an Occasional Teacher with the Board the following rate of pay:

September 1, 2008 6.5%	\$199.07
September 1, 2009 3%	\$205.05
September 1, 2010 3%	\$211.20
September 1, 2011 3%	\$217.53

15:02 An Occasional Teacher shall be paid for a full day of employment when replacing a full-time Teacher and at the appropriate prorated amount of pay when replacing a part-time Teacher or replacing a full time-teacher for less than a full day. Occasional Teachers are paid in accordance with the FTE of the teacher being replaced. It is pro-rated if partial coverage is required.

15:03 Casual and Long-Term Occasional Teachers with the Board shall accumulate one month of teaching experience for every nineteen (19) full-time days or equivalent of casual or long-term teaching. This experience shall be recognized in the event that the Teacher is employed by the Board in a long-term assignment.

15:04 A Long-Term Occasional Teacher shall be paid a pro-rated salary based on the salary schedule of the Collective Agreement between the Board and OECTA according to qualifications and teaching experience and retroactive to the first day of the long term assignment. In addition, a Long-Term Occasional Teacher shall be subject to the QECO placement provisions of the Collective Agreement between the Board and OECTA. Long Term Occasional Teachers are paid for the duration of their contract, which may include professional activity days.

15:05 The vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation shall be deemed to be included in the rates of pay set out in 15:01 and 15:02 above.

15:06 After three (3) months of continuous employment, a long-term Occasional Teacher shall be paid an additional monthly sum in lieu of benefits. This sum will be as follows:

September 1, 2008	\$41.20
September 1, 2009	\$42.44
September 1, 2010	\$43.71
September 1, 2011	\$45.02

ARTICLE 16 - REPORTING PAY

- 16:01 An Occasional Teacher shall be compensated at the appropriate daily rate (pro-rated when applicable) normally earned in the event that the Occasional Teacher has reported to a work assignment on a day that school was closed by inclement weather, any other emergency, or when the Occasional Teacher has reported to work as a result of an error on the part of the Board.
- 16:02 The parties agree that on days where an occasional teacher has been assigned a school, reports to a school, is no longer required and the assignment has been cancelled, the occasional teacher will be entitled to a half-day's pay. The occasional teacher will remain on the premises and assist supervision/coverage where needed.

ARTICLE 17 - TRAVEL ALLOWANCE

- 17:01 A Casual or Long-Term Occasional Teacher who replaces a Teacher whose schedule requires travel to two (2) or more schools within the school day, will be reimbursed in the same manner as the teacher being replaced.

ARTICLE 18 - RETROACTIVITY

- 18:01 All provisions in this Agreement shall be effective on date of signing unless otherwise specified.

ARTICLE 19 - CONSULTATION COMMITTEE

- 19:01 A committee of three representatives of the Board and three (3) representatives of the Association shall meet as needed, but at least three (3) times a year.
- 19:02 The committee may deal with any matters of mutual concern not related to collective bargaining or grievance settlement.
- 19:03 The committee may discuss, but will not be limited to attrition patterns, hiring patterns, grade/ division and special qualification needs and instructions to Principals.
- 19:04 Recommendations will be made to the Director of Education for consideration and response.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT DAYS

- 20:01 The Board shall provide the President of the Association with the school year calendar outlining the professional development days prior to the start of each school year. Occasional Teachers may, with the approval of the Superintendent of Staff Development, participate in Professional Development Days subject to availability of space and prior registration.
- 20:02 The President of the Association and the Superintendent of Staff Development shall meet annually to discuss professional development needs and opportunities for Occasional Teachers.

ARTICLE 21 - NO STRIKES OR LOCK-OUTS

- 21:01 The Board agrees that there shall be no lock-out of Occasional Teachers and the Association agrees that there shall be no strike so long as this Agreement continues to operate. Lockouts and strikes shall only be as defined in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 22 - DISTRIBUTION OF AGREEMENT

- 22:01 Each Occasional Teacher shall receive a copy of this Agreement within sixty (60) days of the signing of this Agreement by the Board and the Association.

ARTICLE 23 - DURATION OF AGREEMENT

- 23:01 This Agreement, duly signed, shall have effect from the first day of September 2004 and continue in force for a period of months to expire on 31 August 2008.

ARTICLE 24 - NOTICE OF RENEWAL

- 24:01 Either party hereto may give written notice to the other party on or after March 1, of the year in which the Agreement is due to expire, of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within thirty (30) days of notification.

Letter of Understanding

Priority Lists #1

Should there be concerns regarding the current format of the priority list, it is agreed that the Board and OECTA Occasional will review the current priority list format in Consultation Committee as per Article 19 with a view to making recommendations to the Board in a timely manner.



Guidelines for completing the P.D. Recommendation for Occasional Teachers

Principal must address concerns with the Occasional Teacher and advise the Occasional Teacher that a Recommendation for Professional Development will be forwarded to the Human Resources Department for review.

Upon receipt of a Recommendation for Professional Development, Human Resources will implement the following plan of action:

Concern #1:

Human Resources will review the Recommendation for Professional Development. A meeting will be held at the Board office with the Occasional Teacher, OECTA Occasional, Manager of Human Resources and the Principal involved. The Manager of Human Resources, in consultation with OECTA Occasional, will recommend appropriate Professional Development.

Concern #2:

Human Resources will review the Recommendation for Professional Development. A meeting will be held at the Board office with the Occasional Teacher, OECTA Occasional, Manager of Human Resources and the Principal involved. The Occasional Teacher will be blocked from the school(s) where concerns have been identified. The Manager of Human Resources, in consultation with OECTA Occasional, will develop a mentorship program for the Occasional Teacher. The Teacher Mentor will provide Human Resources with a report and make recommendations for further Professional Development or re-instatement at the school location(s) previously blocked.

Concern #3:

Human Resources will again review the Recommendation for Professional Development. At this time, the Occasional Teachers will be suspended from the Occasional Teachers List. A meeting will be held at the Board office with the Occasional Teacher, OECTA Occasional, Manager of Human Resources and the Principal involved.

Following this meeting, The Manager of Human Resources and the OECTA Occasional President will review the history of concerns and the steps that have been taken to assist the Occasional Teacher. They will then decide if further support for the Occasional Teacher is warranted. If not, the Board shall exercise its right to terminate employment.

OECTA OCCASIONAL COLLECTIVE AGREEMENT

Part 11: (to be completed by Human Resources)

Human Resources, in consultation with OECTA Occasional, recommends the following Professional Development:

Manager of Human Resources

Date

OECTA Occasional

Date