

COLLECTIVE AGREEMENT

BETWEEN

THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD

AND

THE OECTA OCCASIONAL TEACHERS' LOCAL

(SUDBURY UNIT)

FOR THE

SCHOOL YEAR 2004-2005, 2005-2006, 2006-2007, 2007-2008

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PREAMBLE

WHEREAS it is the common goal of the Board and the OECTA Occasional Teachers' Local to provide the best possible Catholic education to the Catholic students of this community,

AND WHEREAS to achieve that common goal it is essential that the Board and the OECTA Occasional Teachers' Local maintain the harmonious relationship which exists between them,

THEREFORE it is the desire of the Board and the OECTA Occasional Teachers' Local to set forth in this agreement the salaries, allowances, benefits and any term or condition of employment as mutually agreed upon.

ARTICLE I - DEFINITIONS

1.01

- a) "Teacher" shall mean a "teacher" as defined in the Education Act, Part X.1.s.277.1: "Part X.1 teacher means a teacher employed by a Board to teach but does not include a supervisory officer, a principal, a vice-principal or an instructor in a teacher-training institution".
- b) "Occasional Teacher" shall mean an occasional teacher as defined in the Education Act s.1.1: For the purpose of this Act, a teacher is an occasional teacher if he or she is employed by a board to teach as a substitute for a teacher or temporary teacher who is or was 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 end of the second school year after his or her absence begins.
- c) "Long-Term Occasional Teacher" shall mean an Occasional Teacher with whom the Board has signed a "Letter of Nomination" for a period of fifteen (15) or more consecutive days as a replacement for a teacher.
- d) "Casual Occasional Teacher" shall mean any Occasional Teacher employed

by the Board as other than a Long-Term Occasional Teacher.

- e) One month shall equal twenty (20) teaching days for the purposes of experience calculation.
- f) “Temporary Occasional Teacher” shall mean any Occasional Teacher employed by the Board as other than a Long-Term Occasional Teacher for a specified time period

1.02

When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE II - DURATION

2.01

Save as otherwise set out, this agreement shall become effective on the 1st day of September, 2004 and shall terminate on the 31st day of August, 2008.

ARTICLE III - RECOGNITION

3.01 -Association

The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.

3.02 - Scope

A person who is a member of the Elementary Teachers’ Local Bargaining Unit or the Secondary Teachers’ Local Bargaining Unit and who is employed by the Board as a Teacher in respect of part-time employment and who is accepted by the Board as an Occasional Teacher and any member of the Occasional Teachers’ Local Bargaining Unit shall be covered by this agreement in respect of such Occasional Teaching employment.

3.03 - Teacher Rights

The Occasional teacher has the right to OECTA representation and/or Association designate if the Board chooses to discipline, demote, remove, replace or terminate. These matters shall be facilitated by Human Resources Services and any resource personnel as required, in coordination with Administration and the local OECTA Representative.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 - Function of the Board

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

- a) maintain order, discipline and efficiency;
- b) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend or otherwise discipline Occasional Teachers subject to the provisions of this Agreement and all applicable statutes;
- c) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this agreement governing the conduct of the Occasional Teachers; and
- d) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.

4.02 - Authority of the Board

The Association also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the Ontario Labour Relations Act and Regulations: the Employment Standards Act and Regulations: the Constitution Act, 1867 and in particular s.93 thereof; the Education Act, and Regulations of the Ministry of Education and ; the acts and regulations of the Province of Ontario.

ARTICLE V - JUST CAUSE

5.01 - Requirement

The Board shall be required to show "just cause" for the discipline, demotion or termination of employment of any person covered by this agreement who has successfully completed a probationary period.

5.02 - Probationary Period

An Occasional Teacher will undergo a probationary period, from the date of last hire, as follows:

- a) Occasional Teachers newly hired by the Board, fifty (50) worked days;
- b) Regular Teachers previously in the employ of the Board and new on the Occasional list, ten (10) worked days
- c) Occasional Teachers formerly employed by the Board as teachers and now in receipt of a pension from the Ontario Teachers' Pension Plan Board shall be deemed to have completed the probationary period.

5.03 - Written Explanation

In the event an Occasional Teacher is dismissed or disciplined, the Occasional Teacher shall be given the reason(s) in writing.

ARTICLE VI - PLACEMENT

6.01 - Evaluation of Qualifications

- a) The placement of each Long-Term Occasional Teacher shall be in accordance with the statements of evaluation issued by the Qualifications Evaluation Council of Ontario (QECO) based on Programme 3, 4 or 5 as required by the relevant Panel.
- b) Each statement shall be accompanied by the original QECO covering letter which describes the details of the rating. The original letter will be returned to the Long-Term Occasional Teacher.

6.02 - Implementation

When a change in qualifications is made by the College of Teachers to a Long-Term Occasional Teacher's qualifications record card or when a Long-Term Occasional Teacher obtains a new QECO evaluation, the Long-Term Occasional Teacher shall submit to the Board the original revised documents in accordance with clause 6.01 above as the case may be:

- a) If the Long-Term Occasional Teacher qualifies for a salary adjustment prior to September 1 in any year he/she will be entitled to a salary adjustment effective September 1st, if he/she submits the acknowledgment of receipt of his/her application to QECO on or prior to December 31st and the Board receives the Teacher's original qualification record card and revised QECO evaluation on or prior to March 1st of the following calendar year.
- b) If the Long-Term Occasional Teacher qualifies for a salary adjustment prior to January 1 in any year he/she will be entitled to a salary adjustment effective

January 1st if he/she submits the acknowledgment of receipt of his/her application to QECO prior to March 1st and the Board receives the Teacher's original qualification record card and revised QECO evaluation on or prior to May 1st of the same calendar year.

- c) No request for a salary adjustment will be accepted after the last day in February except for Long-Term Occasional Teachers appointed after March 1st. For these Long-Term Occasional Teachers appropriate salary adjustments will be given retroactive to the date of appointment upon submission of the documentation outlined in 6.02 a) and b) above within 60 days of the appointment.
- d) No request for a salary adjustment will be accepted after the last day in February.
- e) When a Long-Term Occasional Teacher qualifies for a category improvement, the salary adjustment shall be detailed in a covering letter from the Board.
- f) For the purpose of this clause, documents must be received by the Board or postmarked no later than the date specified in paragraphs (a) and (b) above.

6.03 - Experience

Experience shall mean the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teachers' College or Faculty of Education while teaching on an occasional basis or on a continuous basis in the employ a school board constituted under the Education Act or an educational institution acceptable to the Board and shall be recognized in full to the nearest month as of August 31st of each year.

ARTICLE VII - SENIORITY

7.01 - Seniority Defined

Each Occasional Teacher shall be placed on a seniority list and ranked in order of decreasing number of years of continuous employment from the date of hire with the Board as an Occasional Teacher.

7.02 - Recognition of Members

The seniority list shall consist of all Occasional Teachers in the employ of the Board as at March 1, 1998 as well as all of the Board's regular Elementary and Secondary Teachers who have been placed on those recall lists.

7.03 - Ranking Members

- a) Occasional Teachers on the list as at March 1, 1998 shall maintain their rank in accordance with the formula applicable at that date.
- b) Newly hired Occasional Teachers added to the list subsequent to March 1, 1998 shall be ranked in accordance with their date of hire as confirmed by the Superintendent of Education. Recall list Teachers shall have a hiring date of September 1st of the year in which they are added to their respective recall list.

7.04 - Limit of Occasional Teacher List

- a) The maximum number of Teachers on the Occasional Teacher list shall be one hundred (100) Teachers exclusive of Teachers from the Board's Elementary or Secondary recall lists.
- b) Notwithstanding 7.04 a), additional Occasional Teachers may be hired temporarily to replace a teacher on inactive status or hired permanently as a result of a proven need. It is understood that the Association shall be informed in writing of the proven need and of the names, address and phone numbers of the new hires.

7.05 - Tie-breaking Process

Where two (2) or more Occasional Teachers have the same length of continuous employment from the effective date of hire, the ranking on the list shall be decided by the highest number of years of teaching experience with this Board (including its predecessor Board) then, total teaching experience, then QECO evaluation and finally, by lot, drawn in the presence of the local President or designate.

7.06 - Seniority while on Leave

Continuous years of employment shall accumulate throughout approved leaves of absence to a maximum of twenty - four (24) consecutive months.

7.07 - List Updates

The seniority list shall be continuously updated with a copy thereof provided to the Branch Affiliate twice a year November 30 and April 30.

7.08 - Notification of Changes

The Board shall advise the President of any changes to the seniority list within ten (10) working days of the modification.

ARTICLE VIII - SALARY RATES AND METHOD OF PAYMENT

8.01 - Casual Daily Rate and Pay Dates

- a) The Board shall pay to Casual Occasional Teachers, in respect of each day worked as an Occasional Teacher with the Board, the rate of \$181.71 September 1, 2004 and \$185.35 September 1, 2005 and \$189.98 September 1, 2006 and \$195.68 September 1, 2007 and \$197.05 August 31, 2008
- b) It is understood that Long-Term Occasional Teachers in QECO categories B, C, D will be remunerated as per the pre-degree category 'A' of the appropriate OECTA Collective Agreement.
- c) Category placement shall be in accordance with QECO Programme 3, 4 or 5 according to panel.
- d) All Long-Term Occasional Teachers shall be paid on the same dates as the Board's Teachers.

8.02 - Long Term Rate

A Long-Term Occasional Teacher as described in DEFINITIONS shall be paid in accordance with the current salary grid in the Collective Agreement between the Board and either the Local Elementary Teachers' Bargaining Unit or the Local Secondary Teachers Bargaining Unit, depending on the placement, in accordance with his or her recognized teaching experience and qualifications, effective on the (15) fifteenth consecutive day of teaching in the same class retroactive to the first day the Occasional Teacher began his/her long-term occasional assignment. The Long-Term Occasional Teacher shall continue to be paid according to the aforementioned salary grid until the expiration of the long-term occasional assignment. It is understood the payment on the salary grid includes payment for vacation pay and any paid holidays if applicable.

8.03 - Method of Payment

Instalments shall be payable on a bi-weekly basis. Pay shall be deposited directly to the financial institution of the Occasional Teacher's choice.

ARTICLE IX - BENEFITS

9.01 - Health Insurance Plans

A Long-Term Occasional Teacher shall be eligible for Board premium contributions

for benefits for the duration of a Long-Term assignment as follows:

- a) The Board shall pay 100% of the premium of an Extended Health Care Plan which includes \$250.00 vision care plan, 35 cents pay-direct drug plan and semi-private plan and \$50,000 private duty nursing.
- b) The Board shall pay 100% of the premium for a Dental Plan at the current ODA schedule in effect.
- c) The Board shall pay 50% of the premium cost of group term life insurance equal to two times the annual earnings taken to the next highest \$1,000. and spouse coverage of \$12,000 prorated to the percentage of teaching time. Participation in this insurance plan shall be mandatory for all Long-Term Occasional Teachers covered by this agreement.

9.02 - Sick Leave Credit Entitlement

- a) A Long-Term Occasional Teacher shall be entitled to two (2) days paid sick leave per month prorated to the percentage of time worked cumulative for the duration of the long-term occasional teaching assignment. Unused paid sick leave days will be credited at the end of each month of the assignment.
- b) Unused sick leave days will be transferred from one long-term teaching assignment to another long-term teaching assignment in the same school year. For further clarification applicable only after the 15th day of a long-term occasional teaching assignment.
- c) Unused sick leave days will be carried over if the Long Term Occasional Teacher with the Board becomes a regular Teacher with the Board.

9.03 - Superannuation

The Board shall deduct from the Occasional Teacher's salary the premiums for the Teachers' Pension Plan Board in accordance with T.P.P. regulations.

9.04 - Employee Assistance Program

All Occasional Teachers shall have access to the Employee Assistance Program.

ARTICLE X - CALL OUT LISTS

10.01 - Separate Lists

The Board shall establish two (2) call out lists: one for the Elementary Panel and one for the Secondary Panel.

10.02 - Eligibility

To be eligible for inclusion on the Occasional Teachers' list an Occasional Teacher must hold a valid Teaching Certificate from the College of Teachers.

10.03 - Documentation requirements

Prior to being placed on the Occasional Teachers' list, an applicant must submit proof of certification and all other documentation required by the Board and, where feasible, shall be interviewed by a representative of the Board.

10.04 - School and Level Options

Once accepted for placement on the Occasional Teachers' list, the Occasional Teacher shall:

- a) select a geographic area(s) as established by the Board;
- b) select a minimum of five (5) schools within the geographic area(s) as established by the Board;
- c) elect to be placed on one or more Occasional list as established by the Board and defined in Article 10.05 below provided the Occasional Teacher holds the appropriate qualifications and/or;
- d) select one or more of the following divisions:

primary/junior - junior/intermediate - intermediate/senior
- e) specify a minimum of three (3) days of availability per week.

10.05 - Subject Options

- a) Elementary School Supply lists for daily call-out shall be established by descending order of Seniority, for each school operated by the Board. Each school list will include notation of individual qualification in the following areas:

- English Regular
- French Immersion
- Special Ed.-L.F.S.
- Special Ed. -D.H.
- Special -Other
- Core French
- Music.

Priority of assignment will be given to Teachers holding qualifications in the required subject areas as defined herein.

- b) Secondary School Supply lists for daily call-out shall be established by descending order of seniority for each of the following subject areas:

- Religious Studies/Social Studies/Guidance/Family Studies
- French Immersion/French/Modern Languages
- English
- Art
- Mathematics/Science
- Music
- Technological Studies
- Business/Computer Studies
- Physical & Health Education
- Special Education

- c) The Board may add or delete any listing in 10.05 a) and b).
- d) The Board shall advise the President of the Association, in writing, of any additions or deletions to the listing in 10.05 (a) and (b)

10.06 - Availability

An Occasional Teacher shall be available for casual daily assignment unless he/she is ill, is booked with another board, is on bereavement leave, or is on union leave, or is offered a school or grade level not on their list.

10.07 - Removal from List

- a) If an Occasional Teacher refuses, cancels or makes him/herself unavailable for three (3) or more assignments, within his/her area of selection, within twenty

(20) school days and does not provide grounds for such refusal, 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 within five(5) working days. The Occasional Teacher shall have the right to a meeting with the Director of Education or designate if a request for such a meeting is made within ten (10) days of the Occasional Teacher receiving the notice. 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 him/herself unavailable for two (2) assignments over another twenty (20) working days within that school year or six (6) months, whichever comes first, and does not provide an acceptable reason for such refusals, cancellations or unavailabilities, the Board may remove the Occasional Teacher from the Occasional Teacher list.

10.08 - Casual Occasional Teacher Duties

- a) A casual occasional teacher called out to replace a specific teacher shall be assigned the same duties assigned and timetabled for the teacher who is absent.
- b) Notwithstanding 10.08 (a) a casual occasional teacher shall not be required to accept supervision duties prior to the commencement of classes on the first day of any assignment.
- c) In the event that a casual occasional teacher does not accept supervision duties described in 10.08 (b), the Principal or designate may assign an alternate supervision later in the day to replace the previously scheduled early morning one.
- d) It is also understood that casual occasional teachers may be assigned bus duty at the end of a school day but only to assist a regular member of the school's teaching staff or may be assigned supervision in lieu of previously scheduled bus duty.

ARTICLE XI - LEAVES

11.01 - Leave for Association Business

- a) 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 renewal of their agreement.

- b) Where a prospective Long-Term Occasional Teacher is required to attend negotiations meeting(s) during a teaching day(s) within the fifteen (15) day period required to qualify for a Long-Term Occasional position, the day(s) spent at negotiations shall be considered as teaching day(s) only for the purpose of calculating the fifteen (15) day period.
- c) An Occasional Teacher who is elected to the position of President of the Association shall, if the duties of the office are such that he/she is required to make himself/herself unavailable for assignment for a period exceeding that stipulated in (d) below, will 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.
- d) The President of the Local shall be granted leave without salary deduction if on a Long-Term assignment, for the purpose of attending to his/her responsibilities as President. It is understood that the OECTA Local shall reimburse the Board for the cost of an Occasional Teacher replacement if replaced.
- e) The Association may designate an Occasional Teacher to attend provincial executive or provincial committee meetings of OECTA or as a representative of same at educational functions. If such Occasional Teacher thereby becomes unavailable for assignment, he/she shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability.
- f) The Association shall notify the Board of the unavailability of an Occasional Teacher under either 11.01 c), 11.01 d) or 11.01 e) above.
- g) Any Occasional Teacher becoming unavailable for assignment pursuant to 11.01 c), 11.01 d) or 11.01 e) above shall inform the Human Resources Clerk of the date of commencement and return from the period of unavailability.

11.02 - Pregnancy/Parental Leave

- a) An Occasional Teacher, who because of illness, maternity, paternity or adoption of a child, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability, for a maximum period of twenty-four (24) consecutive months.
- b) Requests for leaves under 11.02 (a) shall be made in writing accompanied by documentary evidence supporting requirement for the leave and submitted to the Superintendent of Education or designate no later than two (2) school weeks from effective date of the leave or, in the event of illness, as soon as the need for inactive status is known.

- c) Leaves for purposes of maternity, paternity or adoption of a child under 11.02 (a) shall be confirmed in writing by the Superintendent of Education or designate within two(2) calendar weeks of receipt of the request submitted under 11.02(b)

11.03 - Bereavement Leave

A Long-Term Occasional Teacher shall be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows provided notification is given to the Superintendent of Education or designate and provided the death occurs during a long-term occasional teaching assignment:

- (1) Up to a maximum of five (5) consecutive working days upon the death of a:

spouse	brother	step-child	grand-parent
child	sister	step-parent	step-brother
parent	guardian	grand-child	step-sister

- (2) Up to a maximum of three (3) consecutive working days upon the death of a:

parent-in-law	brother-in-law	spouse's brother-in-law
son-in-law	sister-in-law	spouse's sister-in-law
daughter-in-law	grand-parent-in-law	

- (3) Up to a maximum of two (2) working days in any one school year, to be used separately or together, upon the death of:

an aunt	a spouse's aunt	a close friend
an uncle	a spouse's uncle	
any other family member not listed herein		

- (4) It is understood that the leaves under 11.03(1), (2) and (3) above may not be taken if one week or more of a vacation period remains at the time of death.
- (5) One (1) day maximum to attend the burial of a relative covered under paragraph (1) of this clause if the death has occurred during the winter months
- (6) An additional day or days without deduction of salary may be granted for special circumstances such as excessive travelling as approved by the Director of Education or designate.

11.04 - Personal Leaves

- a) A Long-Term Occasional Teacher shall be eligible for one half-day of personal leave for each fifty(50) days on a long term assignment to a maximum of two (2.0)

days in any one school year. This day/s shall be deducted from the Long-Term Occasional Teacher's sick leave credit bank.

- b) A Long Term Occasional Teacher may apply to the Director of Education or designate for an urgent one day leave of absence without pay and without interruption to the consecutive days of the Long Term Assignment.

11.05 - Other Leaves

- a) An Occasional teacher who obtains a temporary teaching assignment with an educational institution within the Region of Sudbury, may request a leave of absence for the duration of the temporary teaching assignment.
- b) Requests for leaves under 11.05 a) shall be made in writing accompanied by documentary evidence supporting requirement for the leave and submitted to the Superintendent of Education Resources or designate no later than two (2) calendar weeks from effective date of the leave.
- c) Approval or refusal of leaves under 11.05 a) shall be confirmed in writing by the Superintendent of Education or designate within two (2) calendar weeks of receipt of request submitted under 11.05 b). The refusal of leave shall stipulate the grounds upon which the refusal is based.
- d) Retired teachers requesting a leave of absence for travel may be granted a maximum of one leave per school year. The retired teacher will remain on inactive status and reactivated upon their return.

ARTICLE XII - GRIEVANCE PROCEDURE

12.01 - Definitions

- (1) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, and is identified as one of the following:
 - a) An individual grievance is a grievance lodged by or on behalf of one member covered by this collective agreement, or
 - b) A group grievance is a grievance lodged on behalf of two or more members covered by this collective agreement, by the Association, upon a common issue, or lodged by the Board against two or more members covered by this collective agreement, upon a common issue, or,

- c) A general grievance is a grievance lodged by either party, other than under a) or b) above.
- (2) A party is:
- a) the Occasional Teachers' Local Bargaining Unit
 - b) the Board.
- (3) A member is an Occasional Teacher in the employ of the Board who is covered by this collective agreement..
- (4) Days shall mean business days unless otherwise stated

12.02 - Solution of Problems at the Administration Level

- (1) The parties agree that most problems should be solved satisfactorily at the administrative level by contacting the Superintendent of Education or designate.
- (2) The parties may proceed to a process of consultation within five (5) days of the initial contact made in 12.02 (1) whereby a meeting may be arranged which shall include a member of administration, the member involved, the President or designate of the Association and any other persons who may be of assistance in arriving at a satisfactory resolution to the problem.

12.03 - Procedure for Individual Grievance

STEP I

- (1) In the case of an individual grievance, the member of the bargaining unit initiating the grievance shall make a written statement containing:
 - a) a description of how the alleged dispute is grievable as defined in Article 12.01 (1) a);
 - b) the circumstances giving rise to the grievance, and the matter complained of;
 - c) the relief sought; and
 - d) the signature of the grieving member and of the duly authorized official of the bargaining unit, when applicable; and deliver same to the Superintendent of Education or designate within fifteen (15) days of the occurrence giving rise to the grievance or within fifteen (15) days of the meeting under clause 12.02, should the Superintendent

of Education or designate have been contacted within fifteen (15) days of the occurrence.

- (2) The Superintendent of Education or designate shall reply in writing within 10 days following receipt of the signed grievance under paragraph (1) above. If prior to such reply, a meeting is desired by either the grieving member or the Board, such meeting shall be held between the grieving member who may be accompanied by a representative of the Association and the Superintendent of Education or designate who likewise may be accompanied by another Board designate.

STEP II

- (1) If a satisfactory settlement is not reached at Step I, the grieving member or the Association with the grieving member's written consent, may request within ten (10) days of receipt of the reply of the Superintendent of Education or designate that the grievance be referred to the Director of Education for a meeting within ten (10) days of receipt of such request, at which time the grieving member may be accompanied by a representative of the Association who may attend to bring evidence and discuss the matter grieved upon.
- (2) The Director of Education shall render his/her decision in writing within 10 days following the meeting.

STEP III

If the reply of the Director of Education is not satisfactory, the Association at the request of the member may within 10 days of the receipt of the reply, request in writing that the matter be referred to arbitration for adjudication. In situations where the employment relationship is in jeopardy, the Association may request, in writing that the matter be referred to the Committee of the Whole Board.

If a satisfactory settlement is not reached at Step 1, the Association at the request of the member may decide to refer the matter immediately to arbitration for adjudication.

12.04 - General and Group Grievance

The following steps shall be taken by a party in the case of a general or group grievance. A general or group grievance may be filed by either the bargaining unit or the Board and either party may decide at which step the procedure will begin. A general grievance or group grievance shall be initiated within 30 calendar days from the date of the occurrence giving rise to such grievance

STEP I

The party initiating the grievance shall make a written statement containing:

- (1) a description of how the alleged dispute is grievable as defined in Article 12.01 (1)(b) or (c);
 - (2) the circumstances giving rise to the grievance, the matter complained of and the name of the Teacher(s) involved;
 - (3) the relief sought; and
 - (4) the signature of the duly authorized official or the party making the grievance;
- and deliver same
- a) to the Superintendent of Education or designate
 - b) to the President of the bargaining unit

as the case may be, who shall, within 10 days of same reply in writing.

STEP II

If the reply of the Superintendent of Education or designate or the President of the bargaining unit is not acceptable, the party making the grievance may then within ten (10) days of receiving such reply, request in writing that the matter be referred to arbitration for adjudication.

The timeline for requesting arbitration may, by mutual agreement be extended, if both parties agree to refer the matter to the Director of Education in the interim, who shall provide a written reply within ten (10) days following a meeting at which both parties shall have been heard. In such circumstances, if the reply made is not acceptable, the party making the grievance may within ten (10) days of receiving such reply request in writing that the matter be referred to arbitration for adjudication.

12.05 - Arbitration

- (1) The party desiring Arbitration shall within the time lines above notify the other party in writing both of its desire to submit the grievance to arbitration and of its choice of submitting the matter either to a single arbitrator or to a three-member Arbitration Board. The notice will also contain the name of the first party's nominee as single Arbitrator or its appointee to a three-member Arbitration Board. The recipient of the notice shall, within ten (10) days of receipt of the notice inform the other party.
 - a) where a single Arbitrator has been requested, either that it accepts the other party's nominee or the name of its own nominee.

- b) where a three-member Board has been requested, the name of its appointee to such Board.

If a single arbitrator has been selected, but the parties fail to agree within ten (10) days on the nominee, the appointment shall be made by the Minister of Labour on the request of either party. If the appointees to an Arbitration Board fail to agree upon a Chairman within ten (10) days, the appointment shall be made by the Minister of Labour at the request of either party. The single Arbitrator or the three-member Board, shall hear representations by the parties and/or representatives and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any member or members affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairman governs.

- (2) The Arbitrator or three-member Board shall not by decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.
- (3) It is anticipated that the single Arbitrator or three-member Board will make every effort to render its decision thirty(30) days from the date of the completion of the hearing of the grievance.
- (4) The fees for a single Arbitrator, or a Chairperson of a three-member Board, shall be shared equally by the parties. Each party shall bear the cost of its own appointee on a three-member Arbitration Board.

12.06 - Time Limits

Time limits may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the Respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by registered mail or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits. Receipt of a document shall be on the day it is delivered, if hand delivered to a party or on the third day following its postmark, if forwarded by registered mail.

12.07 - No Reprisals

There shall be no reprisals of any kind against any person because of his/her participation in a grievance or arbitration procedure under this Agreement.

ARTICLE XIII - STAFFING LONG TERM ASSIGNMENTS

An Occasional Teacher desiring a Long Term Occasional teaching position shall submit an application prior to August 15th of each school year to the Superintendent of Education or designate indicating that the Occasional Teacher wishes to be considered for such employment in the forthcoming school year. The application shall include details of desired assignments such as schools, grade levels, specialty subjects and availability for duration of such assignments.

13.01 - Posting

- a) Positions will be posted if known ten (10) working days in advance.
- b) Positions will be posted if duration for fifteen (15) days or longer.
- c) Positions will be advertised for three (3) working days in the schools, at the Board and with the President, via E-mail or technological equivalent.

13.02 - Selection

- a) Selection will be based on seniority ability and qualifications.
- b) The President of the Association will be informed of the number of applications to the posting and the seniority number and names of those considered and the person selected.
- c) If an assignment is not pre-scheduled as a Long-Term Occasional position but may turn into one, the Occasional Teacher currently filling the position shall be considered for such position.
- d) In the event that a Long-Term Occasional assignment replacing the same statutory teacher reoccurs within the same school year the same Occasional Teacher shall, where feasible fulfill both assignments.

13.03 - Terms of Assignment

- a) A Long-Term Occasional Teacher shall have a dated contract specifying the assignment, the duration of the assignment where known, and salary. Where feasible, a Letter of Assignment shall be forwarded to the Occasional Teacher within five (5) working days of the beginning of the assignment.
- b) An Occasional Teacher on Long-Term Assignment shall be given notice of the conclusion of the assignment pursuant to the Employment Standards Act.
- c) In determining whether to grant a Long-Term occasional contract, the Board shall not regard Professional Development days, statutory holidays, bereavement,

subpoena as a witness, jury duty or emergency school closing as breaking the consecutiveness of the teaching days involved, but neither a Professional Development Day, statutory holiday, bereavement, subpoena as a witness or jury duty shall be regarded as a teaching day.

- d) Once a long term assignment has been granted, the incumbent Occasional Teacher shall be given time off:
 - i) with salary deduction to appear before a court or tribunal as a party to a litigation;
 - ii) without salary deduction to appear before a court or tribunal as a witness or juror;
 - iii) without salary deduction and without deduction from sick leave credits, in any case where, because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his/her duties.
- e) A Long-Term Occasional Teacher who is scheduled to work when there is a professional development day shall be required to participate in the scheduled professional activities and shall be paid for such days.

ARTICLE XIV - OTHER MATTERS

14.01 - Information Re: Association Members

- a) All Occasional Teachers employed with the Board, shall be members of the Association. The Board will automatically supply the Local Association with an up-to-date list of the Occasional Teachers, their phone numbers, e-mail addresses and addresses, horizontally, one entry per line. Teachers must provide individual written consent giving the Board permission to release such information. Such a list will be sent out on every September 30th, January 31st, and April 30th.
- b) The Board shall provide to the Local by September 1st, a list indicating which Teachers have elected to work exclusively at the Secondary level.
- c) If leaves or requests for inactive status are granted to Occasional Teachers, the Board shall provide the Local with the name of the inactive Occasional Teacher and stipulate the duration of the leave and the reactivation date of the Occasional Teacher. The Board shall provide the President this information within ten(10) working days of the granting of the leave or inactive status.

14.02 - Association Dues

- a) In every pay period, the Board shall deduct from every pay of each Occasional Teacher the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.
- b) Dues deductions made as in Clause 14.02 a) shall be forwarded to the Provincial Secretary-Treasurer of the Association. 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.

14.03 - Call-Out Information

The Board shall send to the President the following summaries:

- a) SEMS calling information, when requested, containing the order and time of calls made for a specified job;
- b) SEMS job report on a bi-weekly basis according to the time card submission deadlines.;
- c) by the 15th day of the following month, the monthly summary for each Occasional Teacher who worked;
- d) by the 15th day of the following month, a summary of long-term positions stating the name of the Occasional Teacher, the statutory position and the dates of commencement and completion.

14.04 - Bulletin Boards

The Board shall provide space on a bulletin board in each school for the posting of notices which may be of interest to Occasional Teachers. The posting of such notices shall be subject to the approval of the school principal.

14.05 - External Positions

The Board will keep its Occasional Teachers informed, prior to advertising outside the system, of the permanent teaching positions available at either the Elementary or Secondary panel. To this end, the Board will:

- a) set up a special telephone information line which will contain all current postings of teaching positions, whether Elementary, Secondary or Long Term Occasional;

- b) send copies of all postings of permanent Teacher positions to the Local President of the Association whenever these postings are distributed to the schools;
- c) Considering occasional teachers, qualified teachers and new graduate teachers, the Board will make every reasonable effort to hire teachers from the Occasional Teachers' List for regular teaching positions at either the Elementary or Secondary Panel, once the appropriate recall list is depleted

14.06 - Board Association Committee

- a) The Board and the Association agree to establish a Board-Association Relations Committee consisting of a maximum of three (3) representatives of the Board and a maximum three (3) representatives of the Association.
- b) The Committee shall meet at least three (3) times a year if deemed necessary by either party to this agreement to discuss matters of mutual concern excluding grievances as defined in Article 12 - Grievance Procedure.
- c) The Board-Association Relations Committee shall meet at times convenient to the representatives after normal business hours. The matters for discussion shall be provided to each party at least seven days prior to the meeting.

14.07 - Access to Records

- a) On application to the Superintendent of Education or designate, an Occasional Teacher shall be entitled to peruse and make a written copy of any report in his or her file.
- b) A copy of all Principals' reports on any Occasional Teacher shall be given to the said Occasional Teacher for signature and shall become a part of the Occasional Teacher's file.

14.08 - Board Statement to Teachers

Notification shall be sent to each Occasional Teacher by November 30th of each year verifying the following:

- a) Teaching experience acquired in the preceding year with the Sudbury Catholic District School Board and predecessor Board.
- b) Total teaching experience with the Sudbury Catholic District School Board as of August 31st of the current year.

c) Total teaching experience including any experience with another Board and/or another learning institution acceptable to the Board provided proper documentation of same from another Board and/or institution has been received before September 1st of the current year.

d) Daily rate of pay for coming year.

14.09 - Reporting Pay

a) An Occasional Teacher who reports for a half-day assignment as a result of a call-out error shall be given employment in an educational capacity for one-half day and shall be paid a half-day's pay for reporting as required.

b) An Occasional Teacher who reports for a full day assignment as a result of a call-out error shall be given a full day's employment in an educational capacity and shall be paid a full day's pay for reporting as required.

14.10 - Professional Development

Once each school year, the Board will provide a one-half (1/2) day unpaid in-service training program for Occasional Teachers. In preparing such a program, the Board will endeavour to hold such in-service program on the same days as one of the Board planned - Professional Activity Days.

14.11 - Mileage Allowance

Any Occasional Teacher who performs the duties of a teacher who receives a mileage allowance, will receive that same allowance when performing the duties of that teacher.

14.12 - Strikes and Lockouts

The Board agrees that there shall be no lock-out of Occasional Teachers and the Association agrees that there shall be no strike during the life of this Agreement. Strike and Lock-Out shall be as defined in the Ontario Labour Relations Act, R.S.O. 1990 c.1 L.2 as amended by S.O. 1991, c.56; S.O.1992,c21.

14.13 - No Discrimination

There shall be no discrimination by the Board, the Association or any Occasional Teacher against any Occasional Teacher because of membership in the Association or any legal activity pursuant to this agreement and pursuant to rights granted by legislation.

14.14 - Distribution of Agreement

- a) The agreement shall be printed and the printing costs shall be shared equally by the Board and the Association.
- b) Each Occasional Teacher on the Occasional Teachers' List shall receive a copy of this agreement as soon as possible after the official signing of this agreement.
- c) New Occasional Teachers will be provided with a copy of this agreement upon being added to the list.

14.15 - Notice of Renewal

- a) Either party hereto may give written notice to the other party, within the month of April in the year in which the agreement expires, of its desire to negotiate for the renewal of this agreement. Negotiations for such renewal shall commence within fifteen (15) days of notification.
- b) For the purpose of sending proper notices therein the following shall be the addresses of the respective parties:

i) for the Association:

President, OECTA Occasional Teachers' Local (Sudbury Unit)
767 Barrydowne Road
Sudbury, Ontario, P3A 3T6

ii) for the Board:

Superintendent of Education or designate
Sudbury Catholic District School Board
165 A D'Youville Street
Sudbury, Ontario P3C 5E7

- c) Any notice given under this agreement shall be given by registered mail.

14.16- Health and Safety

It is understood that the Board shall ensure a healthy and safe workplace for Occasional Teachers. The Association shall select one representative to participate on the joint Health and Safety Committee.

It is also understood that Occasional Teachers participating in WHIMS training shall

be compensated up to a maximum of two hours of their daily rate of pay.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives there into duly authorized as of this day of June 2005.

The Sudbury Catholic District School Board

Paula Peroni
Chairperson of the Board

Zandra Zubac
Director of Education

The OECTA Occasional Teachers' Local Bargaining Unit

Linda Kingerski
President

LETTERS OF UNDERSTANDING:

A - Designate Speaks as Occasional Teacher

It is understood that when a call-out is directed to the designate named by the Occasional Teacher, this individual's response will be deemed the response of the Occasional Teacher, whether acceptance, refusal, no answer etc., and will be recorded accordingly.

B - Non-Answered Call Outs

It is understood that a situation may occur whereby there may be no answer at either the Occasional Teacher's or the designates' number on a given day however, should it appear that a pattern of "no answer" is being established the Board will investigate and in consultation with the Bargaining Unit, determine the course of action to be taken.

A "pattern" as described above is defined as "no answer" by the Occasional Teacher and both of the designates on three (3) consecutive call outs.

C- Article 9.01 Health Insurance Plan Re-Opener

It is understood by the Board and the Teachers that Article 9.01 Health Insurance will be re-opened for negotiation upon ratification of the agreement made between the Board and the Elementary Unit of O.E.C.T.A

It is further understood that the total cost of any revised Health Benefits package will not exceed the cost of the Health Insurance Plan at Article 9.01 of the 1998-2000 Occasional Collective Agreement.

LETTERS OF UNDERSTANDING:

A- Occasional in French Immersion Setting

It is understood that if a non-french speaking casual Occasional Teacher is given a French Immersion Assignment, the expectations for program delivery will be consistent with the Occasional Teacher's language qualifications.

B- Call Out Times

It is understood that during a long weekend SEMS will not call out to job positions on the Sunday of the long weekend, if the system permits.

It is further understood that call outs will take place during the weekday evenings of Monday through to Thursday starting at 7:00 PM and ending at 10:00 PM for next day jobs as well as for future jobs.

Morning call outs Monday through Fridays shall remain at the 6:30 AM start-up time and shall continue until the job starts for the current day.

The new times to be tried for one year and to be revisited by both the Union and Board to determine whether the new time is effective for both parties.

C- Start Up Times

The current updated board wide start-up times for schools should be displayed in each school as soon as it is available. A copy should also be sent to each Occasional Teacher.

D - Occasional Teacher List

Committee to be formed by January 2006 to review casual teacher availability. Any such discussions and or changes to the Collective Agreement shall be by mutual agreement of the parties. Failure to come to an agreement by April 2006, the parties shall agree to mediation/interest arbitration to resolve this matter with a mutually agreed upon mediation/interest arbitrator. This shall be done in a timely manner.