

**AGREEMENT**

**THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION  
REPRESENTING THE ELEMENTARY AND SECONDARY OCCASIONAL  
TEACHERS**

**SEPTEMBER 1, 2008**

**TO**

**AUGUST 31, 2012**

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**NOTE: BOLDED WORDING REFLECTS CHANGES MADE TO THIS  
COLLECTIVE AGREEMENT**

THIS AGREEMENT made as of the 8<sup>th</sup> day of NOVEMBER, 2008

BETWEEN:

**THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**

(hereinafter called the “Board” or the “Employer”)

OF THE FIRST PART

- and –

**THE ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION**

**(REPRESENTING THE ELEMENTARY AND SECONDARY OCCASIONAL  
TEACHERS EMPLOYED BY THE BOARD)**

(hereinafter called the “Association”)

OF THE SECOND PART

## **PREAMBLE**

WHEREAS it is the goal of the Board and the O.E.C.T.A. – Occasional Teachers representing the elementary and secondary schools’ Occasional Teachers to provide, within the Board’s ability to finance, the best possible Catholic educational service for the students attending its elementary and secondary schools in the Regional Municipality of Peel and the County of Dufferin;

AND WHEREAS to achieve that goal it is essential that the Board and its Occasional Teachers maintain the harmonious relationship which exists between them;

AND WHEREAS it is essential that to achieve that goal, the Board and Occasional Teachers undertake their respective responsibilities in this task;

**AND WHEREAS the Board and Occasional Teachers are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education;**

IT IS THE DESIRE OF THE BOARD AND ITS OCCASIONAL TEACHERS, with due regard for recognition of qualifications, experience and responsibilities to meet established needs of the Board and to set forth the salaries, and certain

other conditions of employments, as agreed herewith.

## **ARTICLE 1 – DEFINITIONS**

### **1.01**

- (a) “Teacher” shall mean a member of the Ontario College of Teachers who is employed by the Board to teach; but does not include a supervisory officer, principal, vice principal or instructor in a teacher-training institution.
- (b) “Occasional Teacher” shall be as defined in the Education Act.
- (c)
  - (i) “Long Term Occasional Teacher” shall mean an Occasional Teacher to whom the Board has sent a long term occasional assignment letter (formerly an “assigned occasional contract”) or has worked for a period of fourteen (14) or more consecutive days as a replacement for a Teacher.
  - (ii) In determining whether a **daily assignment becomes** a long term occasional assignment, the Board shall not regard **an absence of no greater than five (5) days as a result of a death of an immediate family member for an Occasional Teacher who has worked ten (10) or more days**, Professional Development days or statutory holidays as breaking the consecutiveness of the teaching days involved. **The above mentioned absences shall not** be regarded as teaching days.
  - (iii) The long term occasional assignment letter referred to in clause (i) above shall be dated and shall specify the assignment and its maximum duration. Where possible, the said letter shall be sent prior to the beginning of the assignment.
- (d) “Casual Occasional Teacher” shall mean any Occasional Teacher employed by the Board as other than a Long Term Occasional Teacher.

### **1.02**

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

## **ARTICLE 2 – RECOGNITION AND SCOPE**

### **2.01**

The Board recognizes the Association as the exclusive bargaining agent for the Occasional Teachers who are on the Board’s roster of Occasional Teachers who may be assigned to elementary or secondary schools in accordance with sections 277.3 (1), 2. and 4.; and 277.7 (1) of the Education Act.

**2.02**

No teacher as defined in section 277.3 (1), 1. and 3. of the Education Act shall be covered by this Agreement. However, a person who is employed by the Board as a Teacher in respect of a 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 employment.

**2.03**

Any reference to the "President of the Association" contained in this Agreement shall be interpreted as meaning the President of the local bargaining unit. Any correspondence contemplated by this Agreement will be directed to the local President of the Association at the address set out in Article 21.02.

**ARTICLE 3 – MANAGEMENT RIGHTS****3.01**

The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this Agreement.

**3.02**

Without limiting the generality of the foregoing, the Board's rights shall include:

- (a) The right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
- (b) The right to determine, alter and eliminate services, programs and courses offered;
- (c) The right to discipline, including disciplinary demotion;
- (d) The right to discharge Occasional Teachers;
- (e) The right to determine the number of Occasional Teachers to be employed, the number of students to be allocated to a program, class size, and subject to be taught;
- (f) The right to designate or establish departments, organizational units or areas of study;
- (g) The right to select individuals to positions of responsibility, and to determine job functions;

### **3.03**

The provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers, including Occasional Teachers, enjoyed by Roman Catholic and Protestant Separate School Boards under the Constitution Act, 1867 (formerly named the British North America Act, 1867).

### **3.04**

- (a) An Occasional Teacher who has completed seventy-five (75) instructional days while subject to the terms and conditions of this Agreement **shall not be disciplined, suspended or discharged without just cause.**
- (b) An Occasional Teacher who has completed less than seventy-five (75) instructional days while subject to the terms and conditions of this Agreement shall have recourse to neither grievance nor arbitration procedures if he/she is removed from the Board's Occasional Teachers' List.
- (c) The President of the Association shall be informed of the removal from the Occasional Teachers' List.

### **3.05**

If the Teacher Personnel Department receives a complaint from a student or his/her parent or a Board employee concerning an Occasional Teacher that could result in disciplinary action, the appropriate Board administrator shall discuss the complaint with the Occasional Teacher as soon as possible, thereby, giving the Occasional Teacher an opportunity to arrange for Association representation.

### **3.06**

In the event an Occasional Teacher is suspended or removed from the Occasional Teacher List for disciplinary reasons, or the Occasional Teacher has been advised by the Superintendent of Human Resources or the Superintendent of Employee Relations or designate(s) that suspension or removal is being considered, the Occasional Teacher may request a meeting with the Superintendent of Employee Relations or designate to discuss the matter provided such request is made with reasonable promptness.

- a) If the complaint in 3.05 is unresolved or adverse in nature, the Board shall provide a copy of any Principal's report to the said Occasional Teacher as soon as possible after the incident.
- b) The Superintendent of Employee Relations or designate shall provide the Occasional Teacher with notice prior to any disciplinary actions/meeting.

- c) Such notice shall state the reason(s) for the disciplinary meeting.
- d) The President of the Association will be notified of such meeting.
- e) At any such meeting, the Occasional Teacher may be accompanied by the President of the Association or designate.
- f) The Board or its designate(s) shall provide the Occasional Teacher and the Association with a copy of the outcome of the disciplinary meeting, including recommendations and any further disciplinary actions.
- g) The Occasional Teacher may reply to the Board's report (in f above) within ten (10) working days of receipt. This reply shall be attached to the report should it become part of the Occasional Teacher's file.

## **ARTICLE 4 – NO STRIKE, NO LOCKOUT**

### **4.01**

There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

## **ARTICLE 5 – ASSOCIATION DUES**

### **5.01**

In every pay period in which an Occasional Teacher receives a pay cheque, the Board shall deduct from such pay the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.

### **5.02**

Dues deductions made as in Article 5.01 shall be forwarded to the Provincial Secretary-Treasurer of the Association. Such deductions shall be accompanied by a list indicating the Occasional Teachers' names, employee numbers and the amount of the dues deducted.

### **5.03**

- (a) On each pay date on which an Occasional Teacher is paid, the Board shall deduct from each Occasional Teacher the O.E.C.T.A. fee and any levy chargeable by the O.E.C.T.A. O.T. Local. The respective amounts shall be determined by O.E.C.T.A. and the O.E.C.T.A. O.T. Local in accordance with their respective constitutions and by-laws.
- (b) The O.E.C.T.A. O.T. Local levy, if any, shall be remitted to the Treasurer of the O.E.C.T.A. O.T. Local on or before the 15<sup>th</sup> day of the month following the date on which the deductions were made.

**5.04**

The Association shall indemnify and save the Board harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of such deductions authorized by the Association.

**5.05**

A dues submission report shall be sent to the President upon request up to four (4) times per year. The list shall include the Occasional Teacher's name, employee number, location, group, the current and year-to-date dues deduction.

**ARTICLE 6 – ASSOCIATION REPRESENTATION**

**6.01**

The Association may appoint or otherwise select a bargaining committee which shall be composed of not more than four (4) Occasional Teachers. Such committee shall represent the Association in all negotiations with the representatives of the Board for a renewal of this Agreement.

**6.02**

- (a) Negotiating meetings shall take place outside school hours. If the Board requests, and the bargaining committee agrees to meet during school hours, members of the bargaining committee who attend negotiations meetings with the Board at times when they would otherwise be performing occasional teaching duties for the Board, or would otherwise be available to be called in for occasional teaching duties, shall be entitled to receive the appropriate daily rate (or portion thereof) for Casual Occasional Teachers for each day (or portion thereof) spent attending such meetings. The Board and the Association will endeavour to hold full day negotiation meetings.
  
- (b) The Association shall notify the Board in writing of the names of its officers and members of the bargaining committee and of any changes therein from time to time.

**ARTICLE 7 – COMMUNICATION**

**7.01**

The Board shall provide bulletin boards in each school accessible to the Occasional Teachers and upon which the Association shall have the right to post notices of meetings and other notices approved by the Board.

**7.02**

All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Employee Relations, or designate, and the President of the Association.

### **7.03**

The Board shall determine and communicate information to Occasional Teachers prior to the beginning of the school year and at other times during the school year as deemed necessary by the Board. The communication shall be posted via the Board website.

The Board will provide Occasional Teachers with **the information contained in the “Atlas” via the Board’s website. Should the Occasional Teacher request a paper copy the request must be made in writing on an annual basis no later than June 30<sup>th</sup> of the previous school year or at the time of hire for any newly hired employee. Copies will be provided, in the Human Resources Department of the CEC, for the next school year for Occasional Teachers who have requested them. This information will be available for pickup and be posted on the board web site no later than the Thursday before the first day of school.**

## **ARTICLE 8 – NO DISCRIMINATION**

### **8.01**

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 activity therein.

### **8.02**

Every Occasional Teacher in this bargaining unit has a right to be free of sexual harassment in the workplace.

### **8.03**

The Board recognizes the importance of providing a workplace where the rights and obligations of individuals are protected. The Occasional Teacher must follow the procedures outlined in the applicable Board General Administrative Procedures (GAP): Catholic Code of Conduct, GAP 530; and the Workplace Conduct Policy, GAP 305.

## **ARTICLE 9 – BOARD/ASSOCIATION MEETINGS**

### **9.01**

The Board agrees that representatives of its management will meet the officers of the Association periodically, to discuss matters of mutual concern.

### **9.02**

The Board and the Association shall participate in a Staff Liaison Committee to

discuss issues of concern to either the Board and/or the Association.

The Staff Liaison Committee shall be composed of four (4) representatives appointed by each party.

The parties may agree in advance that additional resource persons are required to attend meetings.

The representatives of the Board and the Association shall each nominate one of their members as chairperson. Chairing of the meetings will alternate between the chairpersons.

The co-chairpersons shall determine by mutual agreement, the time and place of meetings and its agenda.

### **9.03**

Official Board/Association meetings shall take place outside of school hours. If there is a need to meet during school hours, members of the committee who attend such meetings with the Board at times when they would otherwise be performing occasional teaching duties for the Board, or would otherwise be available to be called in for occasional teaching duties, shall be entitled to receive the appropriate daily rate (or portion thereof) for Occasional Teachers for each day (or portion thereof) spent attending such meetings.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification (of either party to the other party) indicating that the grievance mediation is unsuccessful, the timelines in the grievance procedure shall continue from the point at which they were frozen.

The expenses for the Mediator shall be shared equally by both parties.

### 10.01 – Definitions:

- a) An Occasional Teacher grievance shall be defined as any difference or dispute between the Board and any Occasional Teacher or group of Occasional Teachers which relates to the interpretation, application, or administration of this Agreement.

The right of the individual Occasional Teacher or groups of Occasional Teachers to adjust their Term grievances personally with the Board through the regular supervisory channels and without the assistance of the Association is not restricted by this Agreement.

- b) An Association policy grievance, which is defined as an alleged violation of this Agreement which affects all or a substantial number of employees, may be lodged by the President of the Association in writing with the Superintendent of Employee Relations/Designate at Step 2 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated. If it is not satisfactorily settled, it may be referred to arbitration under Article 11.
- c) A Board policy grievance shall be in writing and may be initiated by the Superintendent of Employee Relations by delivering the grievance to the Association. If any such grievance is not settled within ten (10) working days of the date of such delivery, the Board may refer the grievance to arbitration under Article 11.
- d) For purposes of Articles 10 and 11, a “working day” shall be defined as a day other than Saturday, Sunday or a school holiday.

#### **10.02 – Procedure:**

Should any difference, (hereinafter called a “grievance”) arise between the Board and any Occasional Teacher as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made. The following procedure shall be adhered to in processing grievances:

##### **Step 1**

- a) In the event of a grievance by any Occasional Teacher, the Occasional Teacher shall submit the problem to the Manager of Employee Relations or designate for discussion.
- b) No grievance shall be considered where the events occurred more than ten (10) working days after the Occasional Teacher became aware or ought to have become aware of the incident or circumstances giving rise to the grievance.

##### **Step 2**

- a) If the Occasional Teacher is not satisfied with the response at Step 1, or if no response is made within two (2) working days from the time verbal

representations were made, then within five (5) working days, the Occasional Teacher may choose to submit it at Step 2. In this case, the grievance must be submitted in writing and presented to the Superintendent of Employee Relations or designate.

The Occasional Teacher shall submit to the Superintendent of Employee Relations or designate, a signed, concise statement of facts complained of, must specify the article(s) allegedly violated, and redress sought.

- b) The Superintendent of Employee Relations or designate may request a meeting be held within ten (10) working days of receipt of the grievance.
- c) An Occasional Teacher should have Association representation at the meeting with the Superintendent of Employee Relations or designate.
- d) Within five (5) working days of such meeting, or within five (5) working days of receipt of the grievance, the Superintendent of Employee Relations/Designate shall forward the decision on the matter in writing to the President of the Association and the Occasional Teacher.
- e) If the grievance remains unresolved after Step 2, the Occasional Teacher may take the matter to the Association for consideration with respect to Mediation or Arbitration.

### **10.03**

#### **Referral to Arbitration**

If final settlement of the grievance is not reached at Step 2 above, it may then be referred to a Board of Arbitration by either Party as provided in Article 11 at any time within ten (10) working days after the decision is given in Step 2, but not thereafter, and if no such written request is received within the time limit, then it shall be deemed to be abandoned.

### **10.04**

#### **Employer Representation**

The Employer representation on grievances shall consist of three (3) such representatives as are appointed by the Employer, and additional Board resource staff as required.

### **10.05**

#### **Association Representation**

The Employer will recognize a committee of no more than three (3) representatives of the Association for grievance meetings.

### **10.06**

#### **Time Limits**

The time limits specified in Articles 10.01 to 10.05 above may be extended by mutual agreement between the parties. Such agreements shall be in writing.

## **ARTICLE 11 – ARBITRATION**

### **11.01**

#### **Arbitrability of Grievances**

Both Parties to this Agreement agree that any grievance which has been properly carried through all steps of the Grievance Procedure outlined in Article 10, and which has not been settled, may be referred to a Board of Arbitration.

### **11.02**

#### **Composition of Arbitration Board**

The Board of Arbitration will be composed of one (1) person appointed by the Board, one (1) person appointed by the Association and a third person chosen by the other two (2) nominees to the Arbitration Board.

### **11.03**

#### **Single Arbitrator May be Proposed**

Notwithstanding the conditions set out in Article 11.02, a Single Arbitrator may be proposed by either Party, and if such agreement is reached, then the conditions of Article 11.02 shall be disregarded.

### **11.04**

#### **Naming of Nominees**

Within five (5) working days of receipt of notice of Arbitration, (as set out in Article 10.02), which shall contain the name of that Party's proposed nominee to the Arbitration Board, the other Party shall respond in writing with the name of its nominee.

### **11.05**

#### **Alternative Method of Selecting Chairperson**

Should the two (2) nominees fail to agree upon the third person to be named as the Chairperson, then within seven (7) days of the notification set out in Article 11.04, the Minister of Labour for the Province of Ontario may be asked to nominate a Chairperson.

### **11.06**

#### **Decision if Final and Binding**

The decision of the Board of Arbitration, or a majority thereof, shall be final and binding on both Parties. Failing a majority decision, the decision of the Chairperson shall be final and binding upon both Parties.

### **11.07**

### **Board Confined to the Terms of the Collective Agreement**

The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

#### **11.08**

##### **Payment of Board Members**

Each of the Parties to this agreement will bear the expense and fees of the Arbitrator named by it, and the Parties will jointly bear the remuneration and expenses of the Chairperson.

#### **11.09**

Should either party withdraw a grievance within thirty (30) days prior to the Arbitration hearing date, that party will bear the full cost of any cancellation fee charged by the Chairperson. This provision will not apply to arbitrations heard under section 49 of the Labour Relations Act.

### **ARTICLE 12 – ACCESS TO RECORDS**

#### **12.01**

An Occasional Teacher, or designated Association representative authorized by the Occasional Teacher in writing, shall have access during normal business hours to the teacher's personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resources, and in the presence of the Superintendent of Human Resources or designate. If an Occasional Teacher, or designated Association representative authorized by the Occasional Teacher in writing requests photocopies of documents from the personnel file, the Board will provide such copies within three (3) working days.

#### **12.02**

Copies of any document regarding the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher or designated Association representative authorized by the Occasional Teacher in writing, as soon as possible.

#### **12.03**

The signature of an Occasional Teacher on any document regarding the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

#### **12.04**

If an Occasional Teacher disputes the accuracy or completeness of information in his/her file, the Board shall, upon receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information. The Board shall notify the Occasional Teacher in writing of its decision, including reasons for the decision.

## **ARTICLE 13 – OCCASIONAL TEACHER LIST**

### **13.01**

The Board's Occasional Teacher List shall mean the total of any sub-lists kept by the Board's Teacher Personnel Department. This will be considered to be the Board's roster of Occasional Teachers within the meaning of subsection 277.5(2) of the Education Act.

### **13.02**

(a) To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must have a Certificate of Qualification or an Interim Certificate of Qualification issued from the College of Teachers.

**(b) In order to remain on the Occasional Teacher List, an Occasional Teacher must be in good standing with the College of Teachers**

### **13.03**

(a) At the time an Occasional Teacher is accepted for inclusion on the Occasional Teacher List, the Occasional Teacher must select divisions, and from among the schools designated as available by the Board, up to a maximum of 50 schools Board wide in which the Occasional Teacher wishes to accept occasional teaching assignments and has the appropriate divisional qualifications and/or are willing to teach; and such Occasional Teacher shall then be placed on the appropriate sub-list.

(b) During the months of September and February, except in extenuating circumstances, an Occasional Teacher may request in writing to the Teacher Personnel Department to be moved to or from some/all of the schools selected in 13.03 (a). Upon approval from the Superintendent of Human Resources, the written request shall be accommodated within ten (10) working days.

### **13.04**

Occasional Teachers shall notify the Teacher Personnel Department of the Board, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

### **13.05**

**The Occasional Teacher List shall not exceed:**

- **Thirty-six (36) percent of the combined FTE's of the Elementary and Secondary Teachers employed by the Board as of October 31, 2008**
- **Thirty-two (32) percent of the combined FTE's of the Elementary and Secondary Teachers employed by the Board as of October 31, 2009**
- **Twenty-eight (28) percent of the combined FTE's of the Elementary and Secondary Teachers employed by the Board as of October 31, 2010**
- **Twenty-five (25) percent of the combined FTE's of the Elementary and Secondary Teachers employed by the Board as of October 31, 2011**

**The Occasional Teachers List shall consist of an "A" List and a "B" List.**

**All Occasional Teachers on the Board's Occasional Teacher "A" list at the date of ratification (November 25, 2008) shall remain on the "A" List. All Occasional Teachers on the Board's Occasional Teacher "B" List at the date of ratification (November 25, 2008) shall remain on the "B" List. The "A" List shall be comprised of all Occasional Teachers employed more than one (1) year prior to August 31<sup>st</sup>.**

**New Occasional Teachers shall be placed on the "B" List. Occasional Teachers shall be moved from the "B" List to the "A" List after one (1) complete year of employment with the Board as of August 31<sup>st</sup>.**

Unless an Occasional Teacher is specified by a Principal, Occasional Teachers on the "A List" will be given the first opportunity to accept all daily occasional teaching assignments. If daily occasional teaching assignments are still available, the Occasional Teachers on the "B List" will be given the opportunity to accept those assignments.

**The parties agree to meet annually or earlier, if requested by either party, to review issues related to the implementation of this Article, which may lead to mutually agreed to modifications based upon demonstrated needs of either party.**

### **13.06**

An Occasional Teacher, who becomes unavailable for assignment because of illness, maternity, paternity or adoption of a child, or for required compassionate care, shall submit such request in writing to the Manager of Teacher Personnel. The Occasional Teacher shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability, provided that such Occasional Teacher makes herself/himself available for assignment during

the school year following the commencement of the period of unavailability.

### **13.07**

Any Occasional teacher becoming unavailable for assignment pursuant to Articles 13.06 above, 17.05 or 17.06, shall follow the appropriate Teacher Personnel Department procedures regarding the date of commencement and return from the period of unavailability.

### **13.08**

#### **O.T. List**

(a) On or about September 15, November 15, February 15 and May 15 of each school year, the Board shall provide in electronic format to the Association, the addresses, telephone numbers, **names of retired teachers, panel (E-elementary, S – secondary or ES – elementary/secondary) as disclosed by the Occasional Teacher on their Profile and thereafter can only be amended either in September or February** and start date as an Occasional Teacher of all Occasional Teachers including certified emergency teachers on the Board's Occasional Teachers List.

(b) On or about September 15, November 15, February 15 and May 15 of each school year, the Board shall provide in electronic format to the Association, a list of all long term occasional assignments which have occurred during the period including the name of the Occasional Teacher, location and start and end date.

**(c) From December 1, 2008 to August 31, 2012 the Board agrees to provide, on a monthly basis, the "Summary of Rationales for Available Certified Occasional Teachers – Not Used" report, in the same format as the report received for June 2008. In addition, the Board agrees to supply on a monthly basis, the "Emergency Situations" report, for information purposes only, a report that outlines the use of Emergency Instructors as per the Emergency Procedures Protocol. These reports shall be provided no later than six (6) weeks following the end of the month being reported on.**

### **13.09**

An Occasional Teacher who is included on the Occasional Teacher List shall make herself/himself available for assignment or otherwise provide reasonable grounds for refusing such assignment.

### **13.10**

An Occasional Teacher who refuses three (3) or more assignments within a period of twenty (20) school days and does not provide reasonable grounds for refusing such assignment or who cannot be contacted for assignments during a period of twenty (20) school days shall be deemed to have resigned from the Occasional Teacher List.

## **ARTICLE 14 – REMUNERATION AND BENEFITS**

### **14.01**

#### **Method of Payment**

##### **1) Documentation**

All newly-hired employees must be fully documented prior to commencement of work.

##### **2) Salary**

Salary shall be as determined in the collective agreement.

##### **3) Payment**

The payment shall be deposited electronically at the financial institution of the Occasional Teacher's choice. Pay statements for employees with no access to Board email will be dated and distributed on or before the pay date, except in cases of statutory holidays, etc., when distribution will be on the last preceding working day.

### **14.02**

#### **Casual Occasional Teachers**

The Board shall pay the following rate to Casual Occasional Teachers in respect of each day of employment as an Occasional teacher with the Board the equivalent to that negotiated with the OECTA Elementary and Secondary Teachers at **97%** of Teachers Grid Level 4 A1 0 years experience:

#### **Effective September 1, 2008**

<b>Basic Rate</b>	<b>Statutory Holiday</b>	<b>Vacation Pay</b>	<b>TOTAL PAY</b>
<b>\$193.59</b>	<b>\$6.78</b>	<b>\$7.74</b>	<b>\$208.11</b>

#### **Effective September 1, 2009**

<b>Basic Rate</b>	<b>Statutory Holiday</b>	<b>Vacation Pay</b>	<b>TOTAL PAY</b>
<b>\$199.40</b>	<b>\$6.98</b>	<b>\$7.98</b>	<b>\$214.36</b>

**Effective September 1, 2010**

<b>Basic Rate</b>	<b>Statutory Holiday</b>	<b>Vacation Pay</b>	<b>TOTAL PAY</b>
<b>\$205.38</b>	<b>\$7.19</b>	<b>\$8.22</b>	<b>\$220.79</b>

**Effective September 1, 2011**

<b>Basic Rate</b>	<b>Statutory Holiday</b>	<b>Vacation Pay</b>	<b>TOTAL PAY</b>
<b>\$211.55</b>	<b>\$7.40</b>	<b>\$8.46</b>	<b>\$227.42</b>

**14.03**

Occasional Teachers shall be entitled to .6 of the daily rate for half day assignments, **except when the Occasional Teacher is at the same location for the full day, where 100% of the daily rate will be given.**

**Where the Occasional Teacher is replacing more than one (1) teacher in an elementary school in a day, the supervision duties of only one (1) teacher shall be assigned.**

**Where the Occasional Teacher is replacing more than one (1) teacher in a secondary school in a day, the workload shall not exceed the equivalent of 3.5 periods.**

**Notwithstanding Article 15.04, late calls, and recognizing that exceptional circumstances may occur, an Occasional Teacher shall not knowingly accept any assignment(s) that he/she is unable to completely fulfill the duties of.**

**ARTICLE 15 – ASSIGNMENT AND REPORTING PAY**

**15.01**

An Occasional Teacher who is called out for an assignment at a particular school shall be paid the appropriate rate for that assignment. If the Occasional Teacher does not receive prior notification of the job cancellation and arrives at the

school, the Occasional Teacher shall report to the Principal for reassignment to any unfilled vacancy requiring replacement in the school. If the Occasional Teacher is assigned to a vacancy that is of shorter duration than the assignment originally called for, the Occasional Teacher shall work at the school for the length of the original assignment in order to be paid accordingly. If there are no unfilled vacancies requiring replacement, the Occasional Teacher shall work at the school for the length of the original assignment in order to be paid accordingly. Only Occasional teacher duties will be assigned.

#### **15.02**

**(a)** Each Occasional Teacher in the **Elementary Panel** shall normally be assigned the regularly scheduled supervision duties and workload of the Teacher being replaced, except when adjusted by the Principal.

**(b)** Each Occasional Teacher in the **Secondary Panel** shall be assigned the workload of a full time Secondary Teacher which is three (3) periods per day, not including any supervision/on-call duties. Each Occasional Teacher may be assigned an additional workload of not more than one-half (.5) of a period which shall not exceed in total three-and-one-half (3.5) periods for a full day assignment.

#### **15.03**

In the case of full-day assignments, Occasional Teachers shall receive a continuous and uninterrupted forty (40) minute lunch period exclusive of the allotted planning, preparation and evaluation time.

#### **15.04**

School Administrators will make every reasonable effort to ensure that Occasional Teachers assigned half (1/2) day assignments shall not be required to do supervision duties at the lunch hour. Such supervision duties shall be exchanged for other supervisory duties during the day, wherever possible.

#### **15.05**

An Occasional Teacher will be assigned no more than the equivalent of 2 periods for a half-day assignment in the Secondary schools.

#### **15.06**

If the assignment is given in a timely manner and the classroom is accessible, each Occasional Teacher shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty, and/or yard duty shall constitute supervision.

**It is the responsibility of the Occasional Teacher to advise the school's Administration if they are unable to fulfill this responsibility.**

## **ARTICLE 16 – LONG TERM OCCASIONAL ASSIGNMENTS**

### **16.01**

- (a) A Long Term Occasional Teacher shall mean an Occasional Teacher as defined in Article 1.01 c) i).
- (b) The Long Term Occasional Assignment letter is referenced in Article 1.01 c) ii).

### **16.02**

Long Term Occasional Teacher vacancies which the Board intends to fill shall be identified and **either of** the following should occur:

- a) **A Principal may make a direct recommendation for hire to the Board if the candidate is a member of the Bargaining Unit.**
- b) **Known vacancies will be posted and the Principal will interview for the position according to the following**

- i) The vacancy is posted on **the Internal Jobs Opportunity page of the Board's web site** for a minimum of four (4) days during the school year. Such posting shall only be available to bargaining unit members, however, external applicants can be equally considered. **If two (2) or less qualified Bargaining Unit members apply, they shall be interviewed.**

**Notwithstanding the above, should three (3) or more qualified Bargaining Unit members apply, at least fifty percent (50%) of those interviewed shall be Bargaining Unit members.**

- ii) The Board will make every effort to post known Long Term Occasional (LTO) positions for one month during the summer. Vacancies that become known subsequent to the start of the posting period will be posted for four (4) weeks or until August 31<sup>st</sup> whichever comes first.
- iii) Such postings shall have job posting number, location, grade/subject, start/end dates and closing date. A copy of such posting shall be provided to the president of the Association during the first week of each month, with the exception of August.
- iv) In determining the successful candidate, the factors to be considered should include but not be limited to the following:

- Experience
  - Qualifications
  - Interview
  - Evaluation
- v) All interviewed applicants should be advised of the outcome, and upon request, shall be provided with feedback.
- vi) **It is the Board's intent to develop a process to electronically track the compliance with this article for those Bargaining Unit members who have applied through the Internal Jobs Opportunity page of the Board's web site.**

### **16.03**

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 day provided he/she attends and participates.

### **16.04**

Where an Occasional Teacher is required to attend negotiations and other meetings on Board business, and as outlined in Article 17.05 (b), such as Grievances, Staff Liaison and Health & Safety, during the fourteen (14) day period required to qualify for a long term occasional position, the day(s) spent at negotiation and other meetings shall be considered as teaching day(s) for the purpose of Article 1.01 c) i).

### **16.05**

In the event that a teacher returns to active duty prior to the original scheduled end date, the Long Term Occasional Teacher shall be given five (5) teaching days notice of the date that the assignment is to end, whenever possible.

### **16.06 – Salary Grid Placement**

- (a) A Long Term Occasional Teacher as defined in Article 1 shall be paid in accordance with the current salary grid applicable to the Board's Teachers less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. Placement on the salary grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and category placement as of the date of the Long Term Occasional Assignment. 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 termination of her/his Long Term Occasional Assignment or the assignment thereunder.

- (b) The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 16.06 (a) above.
- (c) “Recognized Teaching experience” for the purpose of 16.06 (a) above means previous school teaching experience approved by the Board.
- (d) In determining a Long Term Occasional Teacher’s category for placement on the salary grid, the Board will be guided by the manner of determining category placement set out in the appropriate Teachers’ Collective Agreement.
- (e) It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with her/his Qualifications Rating Statement and any supporting documents no later than the end of the assignment.
- (f) If an assignment is not rescheduled as a long term occasional position but turns into one for which the Board intends to grant a Long Term Occasional Assignment, the Occasional Teacher currently filling the position shall have the right to be considered for such Long Term Occasional Assignment along with other possible candidates.

#### **16.07 - Benefits**

(a) A Long Term Occasional Teacher employed on a Long Term Occasional Assignment for a period of four (4) months or more shall be entitled to receive benefit coverage under the following conditions:

Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board shall assume the undernoted contributions to the Plans, based upon full-time employment of employees eligible to enroll in such Plans.

The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any Long Term Occasional Teacher should any insurer fail or refuse to pay or provide same, in whole or in part.

Subject to, and in accordance with the terms and conditions set out in each Plan, part-time Long Term Occasional Teachers shall be eligible for the benefits as described.

If a part-time Long Term Occasional Teacher is eligible and elects to participate in a Plan or Plans, the Board will assume a portion of the undernoted percentage premium cost(s), such portion to be determined

as follows:

Percentage of time worked by part-time Long Term Occasional Teacher	X	Board share of premium cost for a full-time Long Term Occasional Teacher
---	---	--

The remainder of the premium cost shall be paid by the part-time Long Term Occasional Teacher.

The Board shall assume single benefit coverage for Major Medical and Semi-Private Hospital, and Dental benefit coverage for full time Long Term Occasional Teachers unless otherwise directed in writing. The Long Term Occasional Teacher may request family coverage for any of these benefits which will become effective on the pay period after the request is received. Basic life insurance and Long Term Disability is mandatory for all full time Long Term Occasional Teachers.

Actual benefit coverage for part-time Long Term Occasional Teachers will commence on the date upon which the Benefits Department receives the complete and fully executed documentation package. Basic life insurance is mandatory.

The Board shall contribute the percentage of premium costs for full-time employees as hereinafter set out.

(b) Life Insurance

\$10,000 basic Life Insurance coverage will be provided....100% of required premiums

Additional optional coverage at 3 x annual salary....80% of required premiums

(c) Semi-private hospital coverage....100% of required premiums

(d) Major Medical Plan with extension to cover: eyeglasses \$200, hearing aids \$500 every five (5) years, chiropractic coverage maximum \$225 per person beyond government plan and Health Care Outside Canada – Deductible \$10 single, \$20 family....90% of required premiums

(e) Dental Plan II based on current O.D.A. Fee Guide....90% of required premiums. Maximum Orthodontic \$3000 per lifetime. Maximum individual dental \$2000 per year.

(f) Long Term Disability Benefits become effective after 75 working days of continuous disability....100% of required premiums

**16.08**

The Employer reserves the right to change employee benefit insurers or carriers at any time, providing that the benefits are equal or better, with notification to the executives of the Association.

**16.09**

All new or changed coverage of benefits negotiated into this Agreement, unless otherwise specified, will take effect the first day of the month following ratification.

**16.10 – Sick Leave Credits**

A Long Term Occasional Teacher shall be entitled to two (2) days paid sick leave per month cumulative for the duration of the Long Term Occasional Assignment. Paid sick leave days will be credited at the beginning of the assignment.

Sick leave credits will be pro-rated when an assignment is concluded earlier than the original stated completion date.

**16.11**

Sick leave credits shall be carried over from one (1) Long Term Occasional Assignment to another to an accumulated total of fifty (50) sick leave credits. Each teacher shall be given a statement of cumulative sick leave credits on September 30 of each school year for the previous school year worked.

**16.12**

A Long Term Occasional Teacher may be requested to produce a medical **or dental** certificate for an illness of five (5) or more working days. The Board may request such a certificate at any time for any duration of absence or waive the necessity of such certificate.

**An Occasional Teacher on a medical leave receiving a Functional Ability Form from the Board, shall present this form to the attending physician for completion. The Occasional Teacher will also sign the form authorizing the physician to release the information included on the Functional Ability Form to the Board. The form, as completed by the physician, is to be returned to the Health Promotion and Wellness department within the timelines requested, except in extenuating circumstances.**

**ARTICLE 17 – LEAVE OF ABSENCE – LONG TERM OCCASIONALS**

**17.01 – Emergency Leave**

The Director of Education or designated Supervisory Officer may grant emergency leave with pay up to a maximum in any one (1) year school year of ten (10) days. All days granted shall be deducted from the Long Term Occasional Teacher's sick leave credits.

#### **17.02 – Bereavement**

Bereavement Leave days shall be deducted from the ten (10) emergency days outlined in 17.01, but are not deducted from sick leave credits.

- (a) A Long Term Occasional Teacher is entitled to a leave of up to five (5) days by reason of a death in the immediate family, which is defined as: spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.
- (b) A Long Term Occasional Teacher is entitled to a leave of up to two (2) days by reason of death of the Long Term Occasional Teacher's grandparent, uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew, in order to attend the funeral.

#### **17.03 – Jury Duty/Subpoena**

A Long Term Occasional Teacher who is absent from a Long Term Occasional Assignment by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not party or one (1) of the persons charged, shall be paid the difference between the normal earnings and the payment he/she receives as a juror or as a witness.

#### **17.04 - Quarantine**

A Long Term Occasional Teacher shall be entitled to his/her salary notwithstanding his/her absence from duty where, because of exposure to communicable disease, he/she is quarantined or otherwise prevented by the Medical Officer of Health from attending upon his/her assigned occasional teaching duties.

#### **17.05 – Association Executive**

- (a) An Occasional Teacher who is elected to the position of President of the Association shall, if the duties of the office are such that she/he is required to make herself/himself unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for no longer than one (1) school year at a time.
- (b) The Association may request, and the Board shall grant, through the Superintendent of Human Resources in September of each school year a specified number of days for the release of the Association President to conduct Association business. It is agreed that the Board will be reimbursed by the Association for this time.

(c) The Board will release up to eight (8) Association Executive members for a maximum of five half days a year to conduct Association business. It is agreed that the Board will be reimbursed by the Association for this time.

(d) The Board will consider such time as teaching experience.

#### **17.06**

a) The Association may, if it so chooses, designate one (1) Occasional Teacher to assist in Association business. 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 for no longer than one (1) school year at a time.

b) The Association may request, and the Board shall grant, through the Superintendent of Human Resources in September of each school year, a specified number of days for the release of the designated Occasional Teacher to assist in Association business. It is agreed that the Board will be reimbursed by the Association for this time. The Board will consider such time as teaching experience.

#### **17.07**

The Association shall notify the Board of the unavailability of an Occasional Teacher under either Articles 17.05 or 17.06 above.

### **ARTICLE 18 – WORKPLACE SAFETY AND INSURANCE BOARD**

#### **18.01**

When an Occasional Teacher is awarded Workplace Safety and Insurance benefits, the Occasional Teacher shall receive the amount of monies he/she would be eligible for, directly from the Workplace Safety and Insurance Board.

### **ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

#### **19.01**

Once each year, the Board will provide a half day paid professional development program for Occasional Teachers. Professional development, including WHMIS, will be provided on this half day. In preparing such program, the Board will request input from the Association.

### **ARTICLE 20 – DURATION OF AGREEMENT**

#### **20.01**

Save as otherwise set out, this Agreement shall have effect from the 1st day of September **2008** to the 31<sup>st</sup> day of August **2012**. This Agreement shall continue to have effect after August 31, **2012** unless either party gives notice to the other

to negotiate its renewal.

## **ARTICLE 21 – NOTICE OF RENEWAL**

### **21.01**

Either party hereto may give written notice to the other party within the month of May 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, or on a mutually agreed upon date.

### **21.02**

For the purpose of sending proper notices herein the following shall be the addresses of the respective parties:

President, Dufferin-Peel Unit  
of the Ontario English Catholic  
Teachers' Association - Occasional Teachers  
**1222 Fewster Drive, Unit 3A**  
Mississauga, ON  
**L4W 1A1**

Superintendent, Employee Relations  
Dufferin-Peel Catholic District  
School Board  
40 Matheson Blvd., West  
Mississauga, ON  
L5R 1C5

### **21.03**

Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

## **ARTICLE 22 – DISTRIBUTION OF AGREEMENT**

### **22.01**

The Board shall issue a printed copy of the Agreement to each Occasional Teacher on the current Occasional Teachers' List and to each new Occasional Teacher at the time of hiring. The Association will pay half of the cost of all copies.

EXECUTED at Mississauga as of the **8<sup>th</sup> day of NOVEMBER, 2008.**

DATED AT MISSISSAUGA, THE 8<sup>TH</sup> DAY OF NOVEMBER, 2008

FOR THE BOARD

*Joseph Vasser*  
*Judith Shepherd*  
*Beagle*  
*[Signature]*  
*Cathy Walsh*  
*M. Fadden*  
*Gymith Row*  
*Russell*

FOR ONTARIO CATHOLIC  
TEACHERS' ASSOCIATION -  
REPRESENTING THE ELEMENTARY  
AND SECONDARY OCCASIONAL  
TEACHERS

*Jean Smylie*  
*[Signature]*  
*Laura Feely*  
*M. Jamieson*  
*[Signature]*

## **LETTER OF UNDERSTANDING #1**

The parties agree to monitor the concerns regarding the assignment and duties required of Occasional Teachers through the Staff Liaison Committee.

In addition, the Board will provide a Letters of Permission Report **which** will provide location, grade, subject, start and end date.

Should the need arise for further specific information, a written request by the President of the Association shall be made to the Human Resources Department. A response will be provided as soon as possible, but no later than 6 weeks.

## **LETTER OF UNDERSTANDING #2**

The Board shall make available to Occasional Teachers the opportunity to enroll in its Semi-private, Major Medical and Dental plans. Enrolment in the above plans shall be available on November 1 and March 1 of each school year provided that the Occasional Teacher is active and available for work. The Occasional Teacher must pay the full cost of the benefit premiums for the balance of the school year at the time of election. Payment of benefit premiums must be in the form of direct withdrawal from your bank account or a set of monthly cheques made payable to the Dufferin-Peel Catholic District School Board.

**Where the Occasional Teacher is permanently removed from the Occasional Teacher List, benefits will be cancelled. Benefits may be reinstated, at the next available open enrollment date, only if the Occasional Teacher has been reinstated on the Occasional Teacher List.**

**If an Occasional Teacher has been removed from the Occasional Teacher List in error resulting in benefits being cancelled, return to the Occasional Teacher List will be immediate and benefits will be reinstated retroactively to the date of removal. Unpaid premiums will be the responsibility of the Occasional Teacher during that time frame.**

**Enrollment in the benefit plan, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any Occasional Teacher should any insurer fail or refuse to pay or provide same, in whole or in part.**

It is the responsibility of Occasional Teachers to comply with the appropriate procedures for benefits enrolment. Failure to do so may result in a lack of benefits coverage.

### **LETTER OF UNDERSTANDING #3**

The Board will continue to work co-operatively with the Association to address concerns relating to Occasional Teachers' assignments.

### **LETTER OF UNDERSTANDING #4**

The Board will continue its practice of considering members from the Association for full time positions and long term occasional assignments. The Association will continue to monitor this issue through the Staff Liaison Committee.

### **LETTER OF UNDERSTANDING #5**

#### **Re: Removal from the Occasional Teacher List**

1. The parties understand and agree that the Occasional Teachers' List, which is used for calling Occasional Teachers for assignments, is purged every **five (5)** months during the school year. These purges are conducted at the end of **January and June**.
2. The parties understand and agree that **Occasional Teachers** who have not taught **the number of days as outlined in the chart below**, since the last time the list was purged, are removed from the list, if they have not requested in writing to be placed in an inactive status **as per Article 13.06, 17.05 or 17.06**:
  - **the equivalent of at least three (3) full days every five (5) months throughout the school year of 2008-2009**
  - **the equivalent of at least four (4) full days every five (5) months throughout the school year of 2009-2010**
  - **the equivalent of at least six (6) full days every five (5) months throughout the school year of 2010-2011**
  - **the equivalent of at least seven (7) full days every five (5) months throughout the school year of 2011-2012**
3. The parties understand and agree that Retirees, re-hired to the Occasional Teacher List, **who** have not taught for the total **number of days as outlined in the chart below, from the beginning of September to the end of June of the school year will** be purged from the list.
  - **the equivalent of at least six (6) full days in 2008-2009**

- the equivalent of at least eight (8) full days in 2009-2010
  - the equivalent of at least twelve (12) full days in 2010-2011
  - the equivalent of at least fourteen (14) full days in 2011-2012
4. The President of the Association will receive, in electronic format, the names of the Occasional Teachers removed.

### **LETTER OF UNDERSTANDING #6**

The parties agree that issues pertaining to the harassment of occasional teachers by the community at large will be addressed as follows:

#### Procedure Regarding the Harassment of Teachers by Members of the Community at Large

a) Statement of Commitment:

The inherent right of all individuals to be treated with dignity and respect is central to Catholic values and Christian beliefs. The Dufferin-Peel Catholic District School Board is a Catholic educational community and is therefore committed to the creation of a working and teaching environment which fosters mutual respect for the dignity and well being of all employees and recognizes that every employee has a fundamental right to a workplace free from harassment.

All persons working for the Board or carrying out Board business on a temporary, part time or full time basis are covered by this policy. The policy also applies to elected officials, members of Board committees and volunteers.

b) What is Workplace Harassment of Teachers By Members of The Community at Large?

Such harassment may include incidents involving unwelcome behaviour which he or she knows or should know is unwelcome.

This harassment may include but is not limited to:

- Unwanted comments, interferences or suggestions;
- Various forms of intimidation and aggressive behaviour;
- Verbal and emotional abuse;
- “Bullying” – which is an attempt to undermine an individual through criticism, intimidation, hostile verbal and non-verbal communication and interfering actions.

It should be noted that all teachers are governed by the Ontario College

of Teachers' Standards of Practice and the Teaching Profession Act section 18(1).

c) Workplace Defined:

For the purposes of this policy, the workplace includes locations where activities related to the business of the Board take place. These include:

- Activities within offices, staff rooms, classrooms, cafeterias/lunch rooms and other Board property;
- Events associated with and including co-instructional and extra-curricular activities;
- Situations outside of Board operated premises e.g. Field trips, external work assignments, work related conferences, training sessions, travel or social gatherings;
- Situations in other locations where workplace harassment may have a subsequent impact on the work relationship, performance or environment;

d) Complaint Procedures:

In the case of a complaint under this policy, an individual should utilize the following resolution process:

1. Speak directly to the person involved in the alleged harassment.
2. Tell the person calmly but firmly that the behaviour is unwelcome and must stop. Inform the person you are making note of the concern identified.
3. Record the details surrounding the incidents including times, dates, places, names of witnesses, if any and the circumstances surrounding the incident.
4. If the harassment continues, contact the principal to request assistance in providing resolution options.
5. Contact OECTA for advice.
6. If the harassment continues a meeting may be held with the individual and may include administration, teachers and other staff as required. The results of the meeting should be shared with the teacher involved.
7. If the harassment continues, the following options are available:  
(Not Rank Ordered)
  - An "Access to Property" letter to the individual
  - A meeting with the individual, Principal and Superintendent;
  - A letter issued by the OECTA unit President to the member identifying their legal options and copied to the individual;
  - A letter issued by the Board legal counsel or OECTA legal counsel;
  - Police involvement;

- Grievance procedure;
- Human Rights complaint;
- Employee Relations Department involvement;

e) References:

- The Occupational Health and Safety Act – Section 25
- The Safe Schools Act
- The Education Act

**LETTER OF UNDERSTANDING #7**

Balanced School Day

An Occasional Teacher who accepts an assignment at a designated "Balanced Day" school will only be required to be available for the regular school hours as a non "Balanced Day" school. In particular, a morning and/or afternoon half-day assignment at a "Balanced Day" school, will have the same start and end times as a similar half-day assignment at a non "Balanced Day" school.

The Principal of a designated "Balanced Day" school shall make the necessary accommodations to cover the classes of an Occasional Teacher working a half day assignment that ends at a time consistent with a non "Balanced Day" school.

**LETTER OF UNDERSTANDING #8**

**For the life of the Collective Agreement, September 1, 2008 to August 31, 2012 the Board will facilitate an exclusive evening callout period followed by the opportunity for searching for available jobs in accordance with Article 13.05, plus a morning callout period also allowing for searching for available jobs.**

**LETTER OF UNDERSTANDING #9**

**Emergency Procedures**

**The parties agree to be guided by the Memorandum of Agreement dated November 30, 2006, and revised on November 27, 2007 regarding emergency procedures unless revisions are mutually agreed to.**

**Further, the parties agree that the memo (in accordance with the signed Memorandum of Agreement dated November 30, 2006, and revised on November 27, 2007) sent to Administrators prior to the beginning of each school year (re: emergency procedures to be used when initiating the replacement of a regular teacher by using an uncertified, emergency instructor and the memo re: Application of the OECTA Occasional Teachers' (O.T.) Current Collective Agreement) will continue to be sent out on an annual basis via the Superintendent of Employee Relations and/or the Superintendent of Human Resources.**

### **LETTER OF INTENT #1**

A Long Term Occasional Teacher employed on a Long Term Occasional Assignment will be evaluated by the administrator at the school after one (1) month in the classroom, upon request by the Occasional Teacher with a minimum of two (2) weeks notice. This does not preclude the administrator's discretion to evaluate the Occasional Teacher at any other time. Should the evaluation not be positive, the administrator will endeavour, where possible, to re-evaluate the Long Term Occasional Teacher before the end of the assignment thereby giving him/her time for professional growth, and to improve his/her teaching and/or classroom management skills.

### **LETTER OF INTENT #2**

The Board agrees to maintain local records of consent forms, criminal reference checks, offence declarations and all reporting regarding Criminal Reference Checks under the Education Act, confidential, and secured separately from the Teacher Personnel files.

The Director/Designate(s) will be responsible for the protection of privacy in the collection and storage of all information pertaining to Criminal Reference Checks.

### **LETTER OF INTENT #3**

School administrators will endeavour to ensure that the occasional teacher not be responsible for supervisory duties prior to the beginning of morning classes on the first day of the assignment when this duty is not included on TRACS.

This will allow the occasional teacher an opportunity to prepare for morning class.

#### **LETTER OF INTENT #4**

The Board agrees to inservice all Elementary and Secondary Principals and Vice-Principals with regard to:

1. Early Terminations of LTOs
2. Report Cards
3. Changes to Collective Agreement
4. Clarify Supervision requirements before School Day and Lunch
5. Reinforce use of Qualified Teachers
6. Assignment of Daily Teacher Workload – Emergency Situations
7. Procedure to follow when on assignment:
  - a) Starts as an LTO
  - b) Becomes an LTO on the 14<sup>th</sup> day

The Board agrees to review the outline of this in-service with the President.

