

SOURCE	Board		
EFF.	96	09	01
TERM.	97	08	31
No. OF EMPLOYEES	180		
NOMBRE D'EMPLOYÉS	2N		

**COLLECTIVE AGREEMENT**

between



The Peterborough Victoria  
Northumberland and Clarington  
Roman Catholic Separate School Board

and

ONTARIO ENGLISH  
**Catholic  
Teachers**  
ASSOCIATION

182

1st

**The P.V.N.C. Occasional Teachers' Local of  
the Ontario English Catholic Teachers' Association**

**Peterborough Victoria  
Northumberland and Clarington Unit**



EFFECTIVE FROM

September 1, 1996 to August 31, 1997

**COLLECTIVE AGREEMENT**

between

**THE PETERBOROUGH VICTORIA  
NORTHUMBERLAND & CLARINGTON  
ROMAN CATHOLIC SEPARATE  
SCHOOL BOARD**

*(hereinafter called "the Board")  
OF THE FIRST PART*

and

**THE P.V.N.C. OCCASIONAL TEACHERS' LOCAL  
of the  
ONTARIO ENGLISH CATHOLIC  
TEACHERS' ASSOCIATION**

*(hereinafter called "the O.T.L.")  
OF THE SECOND PART*

**EFFECTIVE FROM**

**September 1, 1996 to August 31, 1997**

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ARTICLE 1 - DEFINITIONS

- 1.01 (a) "Teacher" shall mean any employee of the Board who falls within the term "teacher" as defined in the School Boards and Teachers Collective Negotiations Act, R.S.O. 1980, c. 464, and who is engaged in a teaching function.
- (b) "Occasional Teacher" shall mean an "occasional teacher" as defined in the Education Act, R.S.O. 1980, c. 129, i.e., a person who holds a valid certificate of qualification or a letter of standing as a teacher in an elementary or a secondary school in Ontario and who is employed to teach as a substitute for a permanent, probationary or temporary teacher who has died during the school year or who is absent from his regular duties for a temporary period that is less than a school year and that does not extend beyond the end of a school year.
- (c) "Casual Occasional Teacher" shall mean any Occasional Teacher employed by the Board for a period of less than twenty (20) consecutive teaching days as a replacement for a Teacher.
- (d) "Long Term Occasional Teacher" shall mean any Occasional Teacher employed by the Board for a period of twenty (20) or more consecutive teaching days as a replacement for a Teacher.
- (e) "Association" shall mean the Ontario English Catholic Teachers' Association.
- (f) "O.T.L." shall mean the Peterborough Victoria Northumberland and Clarington Occasional Teachers' Local.

- 1.02 In determining whether to grant a Long Term Occasional assignment, the Board shall not regard Professional Activity days which are not worked or Board recognized holidays as breaking the consecutiveness of the days involved.
- 1.03 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

#### ARTICLE 2 - RECOGNITION

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

#### ARTICLE 3 - SCOPE

- 3.01 No person covered by any agreement made under the School Boards and Teachers Collective Negotiations Act, shall be covered by this Agreement. However, any teacher who is covered by such Act who is legally employed as an Occasional Teacher, shall be covered by the Agreement in respect of such Occasional Teacher employment.

#### ARTICLE 4 - ASSOCIATION SECURITY

- 4.01 All Occasional Teachers employed with the Board shall become members of the Association. The Board shall supply both the O.T.L. and the Association with an up-to-date list of the Occasional Teachers and their addresses on September 30th, January 31st and April 30th.

- 4.02 Occasional Teachers whose names are included on the Board's list(s) of Occasional Teachers on or prior to September 1, 1992 shall have the option of becoming members of the Association.

#### ARTICLE 5 - ASSOCIATION DUES

- 5.01 In every pay period, the Board shall deduct from every pay of each Occasional Teacher the appropriate amount of dues as authorized by the Association (1.25 percent).
- 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 listing indicating the Occasional Teacher's name, Social Insurance Number, and the amount of the dues deducted.

#### ARTICLE 6 - ASSOCIATION REPRESENTATION

- 6.01 The Association may appoint or otherwise select a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board in the settlement of a collective agreement.
- 6.02 The members of the bargaining committee shall suffer no loss of pay for any portion of their regularly scheduled work time or on-call availability for work spent with the Board in attending negotiations meetings. The Association shall pay the Board the replacement costs for the Occasional Teacher absent under the terms of this Article.

- 6.03 Where a prospective Long Term Occasional Teacher is required to attend negotiations meetings during the twenty (20) day period required to qualify for a Long Term Occasional position, the day(s) at negotiations shall be considered as teaching day(s) for the purpose of accumulating the above mentioned twenty (20) days and the Long Term Occasional Teacher shall be paid the daily rate of an Occasional Teacher for such day(s) spent in negotiations.

#### ARTICLE 7 - LEAVES OF ABSENCE

##### With Pay

- 7.01 The Board shall provide the following leaves of absence with pay for Long Term Occasional Teachers:
- (a) For sickness, two (2) days sick leave with pay for every twenty (20) days of teaching.
  - (b) Daily pay for an Occasional Teacher who is absent because of quarantine, jury duty or subpoena as a witness in any proceeding to which he/she is not a party or is not one of the persons charged.

#### ARTICLE 8 - POSTING

- 8.01 The Board shall provide bulletin boards in each Board facility accessible to the Occasional Teachers and upon which the O.T.L. and the Association shall have the right to post notices.
- 8.02 All correspondence between the Board and the O.T.L. arising out of this Agreement, or incidental thereto, shall pass to and from the Manager of Human Resources and the O.T.L..

ARTICLE 9 - NO DISCRIMINATION

- 9.01 Nothing in this Article derogates in any way the rights of the Board as defined in the Canadian Constitution.
- 9.02 Nothing in this Article derogates in any way the rights of the individual as defined in the Human Rights Code, 1981 Ontario.

ARTICLE 10 - PROCEDURAL HANDBOOK

- 10.01 The Board shall be responsible for the development and distribution of a procedural handbook for Occasional Teachers.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

11.02 PROBLEM SOLVING

- (a) An employee who believes he has a complaint or a difference shall first discuss the complaint or difference with the Principal, or designate, within twenty (20) days of first becoming aware of the complaint or difference.
- (b) A group or policy grievance shall begin at Step One of this procedure.



STEP ONE

- 11.03 If the complaint or difference is not satisfactorily settled by the Principal, or designate, within five (5) days of the discussion, the complainant may submit the grievance to the Manager of Human Resources.
- 11.04 The Manager of Human Resources will meet with the complainant within five (5) days and will give a decision in writing within three (3) days.

STEP TWO

- 11.05 If the grievance is not settled to the satisfaction of the complainant, the complainant may submit the grievance to the Director of Education within three (3) days of receipt of the decision from the Manager of Human Resources.
- 11.06 The Director of Education will meet with the complainant within five (5) days and will give a written decision within three (3) days.

STEP THREE

- 11.07 If the grievance is not settled to the satisfaction of the complainant, the complainant may submit the grievance to the Board of Trustees within three (3) days of receipt of the decision from the Director of Education.
- 11.08 The Board of Trustees will consider the complaint at its next regularly scheduled meeting. A decision will be sent in writing to the complainant within three (3) days following the meeting.

## ARBITRATION

- 11.09 If the grievance is not settled to the satisfaction of the complainant, the complainant may, on giving five (5) days notice in writing to the Board of his intention, refer the dispute to arbitration.
- 11.10 (a) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Association, and a third person to act as Chairperson chosen by the other two Appointees. If the Appointees cannot agree to a Chairperson within five (5) working days, the parties shall request the Ontario Labour Relations Board to nominate a Chairperson.
- (b) The Association and the Board, by mutual agreement, may refer the grievance to a one member Arbitration Board. The selection of the one member shall be by mutual agreement.
- 11.11 Within three (3) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its Appointee.
- 11.12 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it should do within fifteen (15) days.
- 11.13 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 11.14 Each of the parties to this Agreement shall bear the expenses of its Appointee. The parties shall share equally the expenses of any Chairperson.
- 11.15 (a) If the stipulated time limits are not met at one step of the Grievance Procedure, the complainant shall have the right to appeal the grievance to the next step or level of the Grievance Procedure.
- (b) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.
- (c) A Board of Arbitration shall have the right to waive any breach of time limit on terms it considers just.
- 11.16 Nothing in this Article shall prohibit the parties from using the expedited arbitration procedures under the Ontario Labour Relations Act.

#### ARTICLE 12 - ACCESS TO RECORDS

- 12.01 The Municipal Freedom of Information and Protection of Privacy Act provides for the access to files by all Occasional Teachers.

#### ARTICLE 13 - OCCASIONAL TEACHER LIST

- 13.01 The Board shall establish an Occasional Teacher List. This list shall mean the total of any sub-lists kept by the Board's Supply Teacher Liaison or his designate.
- (a) No teacher shall be removed from the list after forty (40) individual assignments except for just and sufficient cause.
- 13.02 To be eligible for inclusion on the Occasional Teachers' List, an Occasional Teacher must have an Ontario Teacher's Certificate or a Letter of Standing from the

Ontario Ministry of Education. The Board reserves the right to place an unqualified person in a teaching assignment when it is unable to obtain a qualified teacher for the assignment.

- 13.03 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification and all other required documentation.
- 13.04 In order for an Occasional Teacher to be accepted for placement on the Occasional Teachers' List, the Occasional Teacher shall:
- (a) select a geographic area or geographic areas,
  - (b) elect to be placed on a "Specialty List", provided he holds the appropriate qualifications as determined by the Board,
  - (c) select one or more of the following divisions: primary, junior, intermediate (elementary), intermediate (secondary) and senior,
  - (d) specify days and time of availability.
- 13.05 The time of placements shall be as in the Board procedures and where feasible shall be made between the hours of 7:00 p.m. and 9:00 p.m. and between 6:30 a.m. and 8:00 a.m.
- 13.06 (a) Work shall be distributed on the basis of alphabetical order on the list, including assignments of more than one day but excluding long term assignments.
- (b) Both calls on rotation and calls arising from special requests must come through the Supply Teacher Liaison or his designate.
  - (c) Special requests may be assigned outside the alphabetical order but Occasional Teachers assigned to such shall be skipped in the next rotation.

- (d) When it is necessary for a principal to call in an Occasional Teacher during the day, in an emergency situation, to substitute for a teacher, the Occasional Teacher who responds to the call will not be skipped in the regular rotation.

13.07 Occasional Teachers shall make themselves available for assignment or otherwise provide reasonable grounds for refusing such assignment. An Occasional Teacher who refuses two (2) assignments within a period of one (1) month or who cannot be contacted for an assignment within a period of three (3) months shall be removed from such Occasional Teacher List at the discretion of the Board.

#### ARTICLE 14 - PLACEMENT IN LONG TERM OCCASIONAL POSITIONS

14.01 When a teacher under a probationary or permanent contract with the Board is pre-scheduled to be absent from teaching duty for a period of at least twenty (20) consecutive days but less than a school year and the Board decides to replace the contract teacher with a Long Term Occasional Teacher, the Board shall, whenever possible, select that teacher from the Long Term Occasional Specialty List.

14.02 The Board shall establish and maintain a Specialty List from which all Long Term Occasional Teachers shall be selected.

#### ARTICLE 15 - METHOD OF PAYMENT

15.01 Occasional Teachers shall be paid on the 15th and last day of each month.

- 15.02 (a) Vacation pay **(4%)** to which Casual Occasional Teachers are entitled under applicable legislation shall be added to all Casual Occasional Teachers' regular semi-monthly pay.
- (b) Statutory holiday pay to which the Casual Occasional Teacher is entitled under applicable legislation shall be added to the Casual Occasional Teacher's regular pay, if applicable.
- 15.03 (a) The Association agrees that Pay Equity is achieved on January 1, 1994.
- (b) For Pay Equity and salary purposes, effective August 31, 1994 the per diem rate for Casual Occasional Teachers shall be \$127.30 per day. This fulfills the Board's commitment in respect to Pay Equity.
- (c) The rate of pay for Long Term Occasional Teachers shall be as per the grid rate of the current Collective Agreement between the Board and the Ontario English Catholic Teachers' Association, Peterborough Victoria Northumberland and Clarington Unit. It is understood that payment on the salary grid includes payment for vacation pay and any paid holiday, if applicable.

#### ARTICLE 16 - ALLOWANCE FOR EXPERIENCE

- 16.01 Occasional teaching experience with this Board shall be recognized as teaching experience. Two hundred (200) work days shall constitute one year of experience.

#### ARTICLE 17 - REPORTING PAY

- 17.01 (a) An Occasional Teacher who reports for placement as a result of a dispatching error on the part of the Board shall be paid a half-day's pay for reporting as required.

- (b) A half-day is to be defined as follows:

Elementary: the "instructional time" preceding lunch, or the "instructional time" following lunch, plus 15 minutes prior to the start of the respective instructional time.

Secondary: two consecutive semestered periods.

- (c) Duties and responsibilities of Occasional Teachers shall be limited to those of the teachers for whom they are substituting.

#### ARTICLE 18 - PROFESSIONAL ACTIVITY DAYS

- 18.01 The Board shall pay Long Term Occasional Teachers for each Professional Activity day subject to attendance.

#### ARTICLE 19 - TRAVEL ALLOWANCE

- 19.01 The existing Board travel allowance shall only be paid to an Occasional Teacher replacing an itinerant teacher.

#### ARTICLE 20 - DURATION OF AGREEMENT

- 20.01 Save as otherwise set out, this Agreement shall become effective on the 1st day of September 1996 and shall remain in effect until the 31st day of August 1997 and shall automatically continue in effect unless either party notifies the other in writing prior to December 31, 1996 of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within ninety (90) days of notification.

#### ARTICLE 21 - DISTRIBUTION OF AGREEMENT

- 21.01 The Board shall print and distribute copies of this Agreement to all the Occasional Teachers on the Occasional Teacher List and the cost of such printing shall be shared equally by the O.T.L. and the Board.

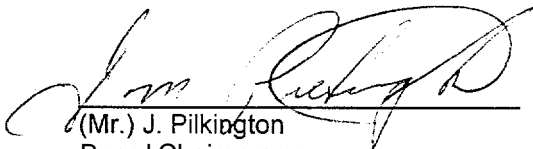
The parties agree to fully adhere to the terms of this Agreement and to abide with the Articles of this Agreement in the Separate Schools of the Counties of Peterborough, Victoria and Northumberland and the Town of Clarington for a period from September 1, 1996 to August 31, 1997, inclusive.


Dated at Peterborough, Ontario this 21st day of March, 1997.

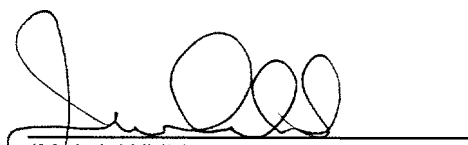
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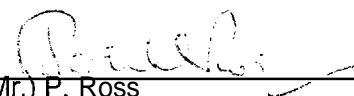
PETERBOROUGH VICTORIA NORTHUMBERLAND  
& CLARINGTON ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD

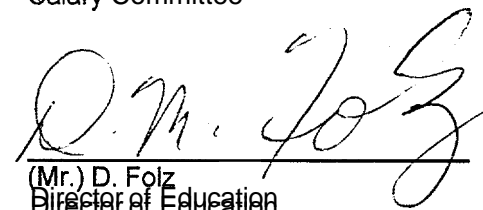
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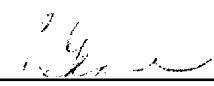
  
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(Mr.) J. Pilkington  
Board Chairperson

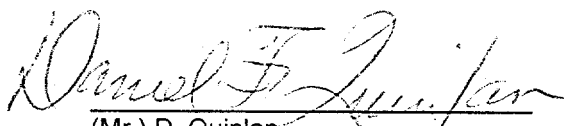
  
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(Mr.) E. Chudak  
Executive Assistant  
O.E.C.T.A.

  
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(Mr.) J. Whibbs  
Chairperson  
Salary Committee

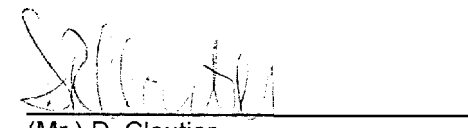
  
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(Mr.) P. Ross  
Committee Chairperson  
O.T.L. of O.E.C.T.A.  
P.V.N.C. Unit

  
\_\_\_\_\_  
(Mr.) D. Folz  
Director of Education

  
\_\_\_\_\_  
(Ms.) S. Genoe  
Committee Member

  
\_\_\_\_\_  
(Mr.) D. Quinlan  
Superintendent of Schools/  
Human Resources

  
\_\_\_\_\_  
(Ms.) H. Meagher  
Committee Member

  
\_\_\_\_\_  
(Mr.) D. Cloutier  
Manager of Human Resources

  
\_\_\_\_\_  
(Ms.) A. D'Alessandro  
Committee Member





LETTER OF INTENT

June 15, 1994

Ms. Sheila Genoe  
President  
Occasional Teachers' Local of the  
Ontario English Catholic Teachers' Association - P.V.N.C. Unit  
c/o 1396 Bridle Drive  
Peterborough, Ontario  
K9J 7L2

Dear Ms. Genoe,

During the course of the 1994 collective bargaining negotiations the Occasional Teachers' Local expressed its concerns regarding the number of persons on the Occasional Teachers' List.

The Board's intent is to limit the number **of** Occasional Teachers in the system. However, Administration must reserve the right to increase or decrease the number of Occasional Teachers in order to adequately meet the system's staffing requirements.

Please contact this office if you have questions or concerns regarding our intentions.

Sincerely,

Daniel R. Cloutier  
Manager of Human Resources

C.C.  
D. F. Quinlan, Superintendent of Schools/Human Resources