

# **COLLECTIVE AGREEMENT**

between the



and 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, 1998 to August 31, 2000**

# **COLLECTIVE AGREEMENT**

between the

***PETERBOROUGH VICTORIA  
NORTHUMBERLAND & CLARINGTON  
CATHOLIC DISTRICT 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, 1998 to August 31, 2000**

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ARTICLE 1 - DEFINITIONS

- 1.01 (a) The term “teacher” in all aspects of the Agreement shall be defined as found in Part X.1 of the Education Act, the Education Quality Improvement Act, 1997, and their Regulations, and as amended from time to time.
- (b) The term “occasional teacher” in all aspects of the Agreement shall be defined as found under the provisions of the Education Act, the Education Quality Improvement Act, 1997, and their Regulations, and as amended from time to time.
- (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 substitute for a teacher or a temporary teacher.
- Effective September 07, 1999, “Casual Occasional Teacher” shall mean any Occasional Teacher employed by the Board for a period of less than sixteen (16) consecutive teaching days as a substitute for a teacher or a temporary 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 substitute for a teacher or a temporary teacher.
- Effective September 07, 1999, “Long Term Occasional Teacher” shall mean any Occasional Teacher employed by the Board for a period of sixteen (16) or more consecutive teaching days as a substitute for a teacher or a temporary 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 teacher, as defined in Article 1.01 (a), shall be governed by this Agreement. However, any teacher, as defined in Article 1.01 (a), who is employed by the Board as an Occasional Teacher, shall be governed by this Agreement with respect to such employment as an Occasional Teacher.

#### 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 regular union dues as authorized by the Association (1.25 percent). For the purpose of this Article, "regular union dues" shall have the same meaning as under Section 47(2) of the Ontario Labour Relations Act. The Association and the O.T.L. shall indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.
- 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 President of 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 (a) 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.
- (b) For purposes of Article 11, "days" shall exclude Saturdays, Sundays and statutory holidays.

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 fifteen (15) 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 of the meeting.

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 five (5) days of the meeting.

ARBITRATION

- 11.07 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.
- 11.08 (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.

- 11.09 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.
- 11.10 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.
- 11.11 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.
- 11.12 Each of the parties to this Agreement shall bear the expenses of its Appointee. The parties shall share equally the expenses of any Chairperson.
- 11.13 (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.
- 11.14 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 Human Resources Department or 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 Teacher List, an Occasional Teacher must be qualified in accordance with the Education Act, the Education Quality Improvement Act, 1997, the Ontario College of Teachers Act, 1996, and their Regulations, and as amended from time to time. 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 (a) Prior to being placed on the Occasional Teacher List, an applicant must submit proof of certification and all other required documentation.
- (b) Once placed on the List, each Occasional Teacher shall forward to the Board's Human Resources Department, before June 15th or later date required by the Board:
- i. a copy of his current Certificate of Qualification, and;

- ii. written notification of his intention to remain on the

Occasional Teacher List for the following September. Such notification shall stipulate any changes to the Occasional Teacher's selections identified in Article 13.04, and;

- iii. written notification of his intention to accept Long Term Occasional assignments.

Failure to provide the documentation outlined in (b) above before June 15th, or later date required by the Board, may result in the removal from the Occasional Teacher List.

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

Effective September 07, 1999, when a teacher with the Board is pre-scheduled to be absent from teaching duty for a period of at least sixteen (16) consecutive teaching days but less than a school year and the Board decides to replace the teacher with a Long Term Occasional Teacher, the Board shall, whenever possible, select that teacher from the Occasional Teacher List.

#### ARTICLE 15 - METHOD OF PAYMENT

- 15.01 Occasional Teachers shall be paid on the 15th and last day of each month.
- 15.02 (a) The Association agrees that Pay Equity is achieved on January 1, 1994.

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- (b) For Pay Equity and salary purposes, effective May 01, 1999 the per diem rate for Casual Occasional Teachers shall be \$137.00 per day. This fulfills the Board's commitment in

respect to Pay Equity. It is understood that payment of the per diem rate includes payment for statutory vacation pay and any statutory holiday pay, if applicable.

For Pay Equity and salary purposes, effective September 07, 1999 the per diem rate for Casual Occasional Teachers shall be \$140.00 per day. This fulfills the Board's commitment in respect to Pay Equity. It is understood that payment of the per diem rate includes payment for statutory vacation pay and any statutory holiday pay, if applicable.

- (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 and it shall be paid retroactive to the first day the Long Term Occasional Teacher began the assignment. 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:

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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 This Agreement will be for a term commencing on September 1, 1998, and ending on August 31, 2000, and shall continue from year to year thereafter unless either party gives notice in writing to the other not more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

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 Catholic Schools of the Counties of Peterborough, Victoria and Northumberland and the Municipality of Clarington for a period from September 1, 1998 to August 31, 2000, inclusive.

Dated at Peterborough, Ontario this 27th day of April, 1999.

SIGNED:

PETERBOROUGH VICTORIA NORTHUMBERLAND OCCASIONAL TEACHERS'  
& CLARINGTON CATHOLIC  
DISTRICT SCHOOL BOARD

LOCAL OF O.E.C.T.A. -  
P.V.N.C. UNIT

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(Ms.) C. Burke  
Board Chairperson

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(Mr.) J. Heximer  
Executive Assistant  
O.E.C.T.A.

---

(Mr.) F. Flagler  
Chairperson  
Salary Committee

---

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

---

(Mr.) D. Folz  
Director of Education

---

(Ms.) A. Radburn  
Committee Member

---

(Ms.) Y. Mahoney  
Controller of Finance

---

(Ms.) S. Bunting  
Committee Member

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(Mr.) D. Cloutier  
Manager of Human Resources

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(Ms.) M. Carroll  
Committee Member