

# COLLECTIVE AGREEMENT

between the



**Peterborough Victoria Northumberland and Clarington  
Catholic District School Board**

(hereinafter called "the Board")

and the



**P.V.N.C. Occasional Teachers' Local of  
the Ontario English Catholic Teachers' Association  
Peterborough Victoria Northumberland and Clarington Unit**

(hereinafter called "OTL")

**EFFECTIVE FROM**

**September 1, 2002 to August 31, 2004**

**[www.pvnccdsb.on.ca](http://www.pvnccdsb.on.ca)**

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**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, 2002, to August 31, 2004**

**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 twelve (12) 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 twelve (12) 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.

**ARTICLE 1 - DEFINITIONS (cont'd)**

- 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 October 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 During September to June, 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 Board shall pay the costs for up to three, and the Association shall pay the Board the replacement costs for more than three, Occasional Teachers absent under the terms of this Article.
- 6.03 Where a prospective Long Term Occasional Teacher is required to attend negotiations meetings during the twelve (12) 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 twelve (12).
- 6.04 When the association President or designate is required by the Board to attend a meeting or function during the school day, the Board shall pay the President or designate the appropriate rate of pay to a minimum of one-half day.

#### **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, as per grid placement rate, for a Long Term 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.
  - (c)
    - 1) A Long Term Occasional Teacher shall be granted up to three (3) working days of absence with pay following the death of a parent, spouse, child or sibling.
    - 2) Long Term Occasional Teacher shall be granted a one (1) working day leave of absence with pay following the death of an aunt, uncle, in-law, grandparent or grandchild.

- 3) An additional day or days may be granted at the discretion of the Director of Education. Such day(s) may be with or without pay.

#### **ARTICLE 7 - LEAVES OF ABSENCE (cont'd)**

##### 7.02 **Association Duties**

An Occasional Teacher elected to the position of President of the Local, or assigned/designated by the Local to perform Association duties shall, if the duties of the office are such that the teacher(s) is required to be unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability. Where such Occasional Teacher is attending to Association business on a day to day basis, such absence shall not be considered as a "refusal" for purposes of Article 13.07.

##### 7.03 **Leave of Absence Without Pay**

An Occasional Teacher requesting a leave because of illness, pregnancy, parental leave, paternity, adoption of a child or other personal reasons as approved by the Director or his/her designate, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for a period of up to one year.

##### 7.04 **Leave of Absence Notification**

Any Occasional Teacher becoming unavailable for assignment pursuant to 7.02 or 7.03 above shall inform the Human Resources Department, in writing, of the date of commencement of and return from the period of unavailability if known. Any change in the return from leave date shall also be confirmed, in writing, once known.

#### **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.

**ARTICLE 11 - GRIEVANCE PROCEDURE (cont'd):**

- 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 - OCCASIONAL TEACHER'S PERSONNEL FILES**

- (a) An Occasional Teacher shall have access during normal business hours to his/her personnel file upon written request to the Superintendent of Human Resources and in the presence of a Supervisory Officer or person designated by the Director of Education. The Occasional teacher may copy any material contained in this file.
- (b) An Occasional Teacher shall have the right to object in writing to the accuracy or completeness of any document in the file, and such objections shall be filed with the disputed document.

**ARTICLE 12 - OCCASIONAL TEACHER'S PERSONNEL FILES**

- (c) Where an Occasional Teacher gives written authorization to another person acting on behalf of the Occasional Teacher, to access the Occasional Teacher's personnel file, the Board shall provide such access and furnish copies of said file if requested and so authorized.

**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 sixty (65) days worked except for just and sufficient cause.
  - (b) Once placed on the List, each Occasional Teacher shall forward to the Board's Human Resources Department, before August 1<sup>st</sup> or later date required by the Board.
    - i a copy of his/her current Certificate of Qualification, and;
    - ii written notification of his/her 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/her intention to accept Long Term Occasional assignments.

Failure to provide the documentation outlined in (b) above before August 1<sup>st</sup>, or later date required by the Board, may result in the

removal from the Occasional Teacher List.

- 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 Prior to being placed on the Occasional Teacher List, an applicant must submit proof of certification and all other required documentation.

**ARTICLE 13 - OCCASIONAL TEACHER LIST (cont'd):**

- 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, but excluding long term assignments.
  - (b) Both calls on rotation and calls arising from special requests must come through the Occasional 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 twenty (20) working days or who cannot be contacted for an assignment within a period of sixty (60) working days may 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 twelve (12) consecutive 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 approved Long Term 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.

- (b) For Pay Equity and salary purposes, effective September 1, 2002, the per diem rate for Casual Occasional Teachers shall be \$154.00 per day. Effective February 1, 2003 the per diem rate of Casual Occasional Teachers shall be \$155.00 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 1, 2003, the per diem rate for Casual Occasional Teachers shall be \$159.00 per day. Effective February 1, 2004 the per diem rate of Casual Occasional Teachers shall be \$160.00 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.

- (b) Long Term Occasional Teachers shall have until July 31<sup>st</sup> of the school year/or to the end of the long term assignment to provide a Programme 5 Q.E.C.O. Rating. Any salary adjustment arising from the acquisition or upgrading of a Q.E.C.O. Rating will be retro-active to the first day the Long Term Occasional Teacher began the assignment, providing that the academic requirements for the QECO 5 evaluation have been achieved prior to the commencement of the long term placement.

#### **ARTICLE 16 - ALLOWANCE FOR EXPERIENCE**

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

#### **ARTICLE 17 - REPORTING PAY**

- 17.01 (a) An Occasional Teacher who reports for a half day 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.

An Occasional Teacher who reports for a full day placement as a result of a dispatching error on the part of the Board shall be paid a full 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 or following the start, or finish, of the respective instructional time.

Secondary: two consecutive semestered periods, plus T.A.G.

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

- (d) The Occasional Teacher shall not be required to perform supervision duties prior to the beginning of morning classes on the first day of an assignment.

#### **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, 2002, and ending on August 31, 2004, 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 this Agreement and make it available to the O.T.L. for distribution to their members.

**LETTER of INTENT - Long Term Occasional Opportunities**

Information about Long Term Occasional teaching positions will be made available on the Board's web page if the assignment is known in advance.

**LETTER of INTENT - Benefits Review**

The parties agree to establish a joint committee to study potential benefit packages and options, as these might apply to occasional teachers in the employ of the Board. The committee will report to the parties by the 31<sup>st</sup>, January, 2002.

**LETTER OF INTENT - CALL OUT RECORDS**

Implementation of a central call-out system shall be at the discretion of the Board. Upon implementation, the Board will provide the Association on a monthly basis, a report indicating calls and/or assignments to members of the Local .

**LETTER OF UNDERSTANDING - Criminal Background Check**

Occasional Teachers are required under Ontario Regulation 521/01 to submit their

Criminal Background Checks (CBC's) to their employer by July 31<sup>st</sup>, 2003.

The Board agrees to pay the cost of Criminal Background Checks provided that the Occasional Teacher uses the services of the Ontario Education Services Corporation (OESC).

The CBC shall exhibit convictions only under the Criminal Code of Canada for which a pardon has not been granted.

Occasional Teachers who choose not to use the batch service provided by OESC through the Board shall be required to obtain and pay for a CBC and have it on file with the Board on or before July 31<sup>st</sup>, 2003.

The Board agrees to meet with the bargaining unit to discuss procedures around the communication and collection of Criminal Background Checks. The committee will meet no later than January, 2003.

The CBC shall be placed in a confidential file and shall be available to the Director, one designate of the Director and the individual teacher who is the subject of the CBC. The Board will comply with requirements set out in the *Ontario Municipal Freedom of Information and Protection of Privacy Act*.

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, 2002, to August 31, 2004**, inclusive.

The parties to this Agreement represented in negotiations by the following:

OECTA	BOARD
Mr. P. McCabe Corkery	Mr. L.
Ms. P. Murtha Flagler	Mr. F.
Mr. B. Commeford <i>Provincial Representative</i> Hough	Mrs. J.
Ms. A. Radburn Malone	Mrs. B.
Ms. C. McMahon Willette	Mrs. D.

Dated at **Peterborough, Ontario**, this **29th** day, of **November, 2002**.

SIGNED:

Peterborough Victoria Northumberland  
and Clarington Catholic District School  
Board

Occasional Teachers' Local of  
OECTA - PVNC Unit

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Frank Flagler, Board Chairperson  
Representative

---

Brock Commeford, Provincial

---

Lorne Corkery, Chairperson - Human  
Resources Committee  
PVNC Unit

---

Phil McCabe, Committee  
Chairperson OTL of OECTA -

**PETERBOROUGH VICTORIA NORTHUMBERLAND and CLARINGTON  
CATHOLIC DISTRICT SCHOOL BOARD**

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PETERBOROUGH, ONTARIO  
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[hrdept@pvnccdsb.on.ca](mailto:hrdept@pvnccdsb.on.ca)

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421 WATER STREET, SUITE 4  
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**O.E.C.T.A. Provincial Office**

1-800-268-7230

**Ontario College of Teachers**

1-888-534-2222  
1-416-961-8800  
[www.oct.on.ca](http://www.oct.on.ca)

**Ontario Teachers' Pension Plan Board**

1-800-268-6612

**Qualifications Evaluation Council of  
Ontario (QECO)**

1-800-385-1030  
[www.qeco.on.ca](http://www.qeco.on.ca)

**Liberty Health**  
(Benefit Coverages)

1-800-268-4050  
1-905-946-4050  
[www.coverme.com](http://www.coverme.com)

**C.J. Brown & Associates**  
(Employee Assistance Plan)

1-800-461-2292  
1-905-571-2292  
(Collect Calls Accepted)