

# CONTENTS

## ARTICLE 1 - DEFINITIONS AND NOTICE

1

1.01

Definitions

1

1.02

Notice

3

## ARTICLE 2 - RECOGNITION

3

2.01

Scope of the Agreement

3

2.02

Bargaining Unit and Designated Bargaining Agent

3

## ARTICLE 3 - ASSOCIATION SECURITY

3

ARTICLE 4 - OECTA OCCASIONAL TEACHER DUES

3

ARTICLE 5 - REPRESENTATION

4

ARTICLE 6 - LEAVE FOR LONG TERM OCCASIONAL TEACHERS

5

6.01

Eligibility for Leave

5

6.02

Compassionate Leave With Pay

5

6.03

Compulsory Quarantine or Jury or Witness Leave With Pay

6

6.04

Sick Leave With Pay

7

6.05

Urgent Personal Business Leave

8

6.06

Union Leave Without Pay

9

6.07

Unpaid Leave of Absence Due to Illness

9

6.08

Unavailability for Assignment

10

ARTICLE 7 - BULLETIN BOARDS

10

ARTICLE 8 - NO DISCRIMINATION

10

ARTICLE 9 - LIAISON COMMITTEE

10

ARTICLE 10 - GRIEVANCE PROCEDURE

11

ARTICLE 11 - OCCASIONAL TEACHER LIST

15

ARTICLE 12 - PAYMENT

18

12.01 Per Diem Rate - Casual Occasional Teacher  
Teacher

18

12.02 Per Diem Rate - Long Term Occasional Teacher  
Teacher

18

12.03 Payment Schedule  
Schedule

19

## ARTICLE 13 - ALLOWANCE FOR EXPERIENCE

20

## ARTICLE 14 - REPORTING PAY

20

## ARTICLE 15 - BENEFITS

21

## ARTICLE 16 - PROBATIONARY PERIOD

21

## ARTICLE 17 - PROFESSIONAL DEVELOPMENT DAYS

22

## ARTICLE 18 - TRAVEL REIMBURSEMENT

22

ARTICLE 19 - DURATION & EFFECTIVE DATE OF THE  
AGREEMENT

22

ARTICLE 20 - DISTRIBUTION OF AGREEMENT

22

ARTICLE 21 - NO STRIKES AND LOCK-OUTS

23

LETTER OF INTENT (Teacher Evaluation Committee)

24

## **PREAMBLE**

This Agreement sets out the terms and conditions of employment between the Renfrew County Catholic District School Board (the Board), the Local Occasional Teacher Bargaining Unit (LOTBU) and the Ontario English Catholic Teachers' Association (OECTA).

## **ARTICLE 1 - DEFINITIONS AND NOTICE**

### **1.01 Definitions**

(a) "Teacher" means a person who holds a certificate of qualification as a teacher in an elementary or secondary school in Ontario and is a member in good standing with the Ontario College of Teachers.

(b) "Occasional Teacher" means a teacher employed by the Board to teach as a substitute for a teacher or a temporary teacher who is or was employed by the Board in a position that is part of its regular teaching staff but,

- (i) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- (ii) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not exceed past the end of the second school year after his or her absence begins.

It is understood and agreed that in situations where the Board cannot obtain an occasional teacher who is a member in good standing of the College of Teachers or an occasional teacher who is employed to teach under a letter of permission as a temporary teacher, the Board may appoint an unqualified person pursuant to section 21 of Regulation 298 made under the Education Act. Notwithstanding the above when the Board appoints an unqualified person pursuant to Section 21 of Regulation 298, such appointment shall terminate at the earlier of the end of the assignment or ten

(10) days. Subsequent to this period the Board may only appoint the same unqualified person upon the consent in writing of the President of the LOTBU or designate. Such consent shall not be unreasonably withheld. A unqualified person appointed pursuant to section 21 of Regulation 298 shall be paid at a daily rate of \$125.

(c) "Casual Occasional Teacher" means an Occasional Teacher who is hired to teach on a day to day basis.

(d) (i) For the school year 2001-2002 a "Long Term Occasional Teacher" means an Occasional Teacher who is hired on a Long Term Occasional Teacher Contract to teach for a period of seventeen (17) or more consecutive regularly scheduled school days as a replacement for one specific Teacher.

(ii) For the school year 2002-2003 a "Long Term Occasional Teacher" means an Occasional Teacher who is hired on a Long Term Occasional Teacher Contract to teach for a period of sixteen (16) or more consecutive regularly scheduled school days as a replacement for one specific Teacher.

(iii) For the school year 2003-2004 a "Long Term Occasional Teacher" means an Occasional Teacher who is hired on a Long Term Occasional Teacher Contract to teach for a period of fifteen (15) or more consecutive regularly scheduled school days as a replacement for one specific Teacher.

(e) "Local Occasional Teacher Bargaining Unit" (LOTBU) means the local unit of OECTA comprised of all the occasional teachers who are on the Board's roster of occasional teachers who may be assigned to an elementary or secondary school.

(f) "Roster of Occasional Teachers" means the occasional teachers who are listed on the Occasional Teacher List of the Renfrew County Catholic District School Board.

## **1.02 Notice**

In the event that the Long Term Occasional Teacher's long-term temporary assignment is to be terminated prior to the original termination date, the Long Term Occasional Teacher shall be given five (5) school days notice or five (5) days pay in lieu of notice.

## **ARTICLE 2 - RECOGNITION**

### **2.01 Scope of the Agreement**

This Collective Agreement shall apply to all occasional teachers who are members of the Ontario English Catholic Teachers' Association (OECTA) and who are on the Renfrew County Catholic District School Board (the Board) roster of occasional teachers who may be assigned to an elementary or secondary school.

### **2.02 Bargaining Unit and Designated Bargaining Agent**

The Renfrew County Catholic District School Board (the Board) recognizes the Ontario English Catholic Teachers' Association (OECTA) as the designated bargaining agent for all occasional teachers who are on the Board's roster of occasional teachers who may be assigned to an elementary or secondary school.

**2.03** The obligations of the Board and OECTA are subject to such statutory or regulatory provisions pertaining to the administration of education as is now or may from time to time be in effect.

## **ARTICLE 3 - ASSOCIATION SECURITY**

**3.01** All Occasional Teachers employed with the Board shall become members of OECTA. The Board shall supply the OECTA with monthly updates of the Occasional Teachers and their addresses.

## **ARTICLE 4 - OECTA OCCASIONAL TEACHER DUES**

**4.01** In every pay period, the Board shall deduct from every pay of each Occasional Teacher the appropriate amount of dues as authorized by OECTA.



**4.02** Dues deducted from Occasional Teachers shall be forwarded to the Provincial Secretary-Treasurer of OECTA not later than the 15th of the month following the month in which the deductions were made. Such deductions shall be accompanied by a listing indicating the Occasional Teacher's name, Social Insurance Number, and the amount of the dues deducted.

**4.03** The Board shall deduct and remit union dues in accordance with section 47 (2) (b) of the Ontario Labour Relations Act from each unqualified person hired in place of an occasional teacher in the same manner as it deducts and remits union dues from occasional teachers in its employ.

#### **ARTICLE 5 - REPRESENTATION**

**5.01** The Negotiating Committee for the Board and the Negotiating Committee for Local Occasional Teacher Bargaining Unit (LOTBU) shall be recognized in accordance with the provisions of the Ontario Labour Relations Act and Part X.1 of the Education Act.

**5.02** If the Board schedules negotiating meetings during a school day, two members of the LOTBU Negotiating Committee shall be reimbursed by the Board for any portion of their regularly scheduled work time or regular on-call availability for time spent with the Board in attending negotiating meetings during that school day. "Regularly scheduled work time" pertains to Long Term Occasional Teachers who are replacing a member of the regular teaching staff on a long-term assignment. "Regular on-call availability" pertains to Occasional Teachers who have specified that they are available for occasional teaching on the days or parts of days scheduled for negotiations.

**5.03** Where a prospective Long Term Occasional Teacher is required to attend negotiations meetings which occur during the period required to qualify for a Long Term Occasional Teacher Contract, the school day(s) spent at negotiations shall be considered as regularly scheduled school day(s) for the purpose of accumulating the required days to qualify for a Long Term Occasional Teacher Contract.

## **ARTICLE 6 - LEAVE FOR LONG TERM OCCASIONAL TEACHERS**

### **6.01 Eligibility for Leave**

The Board shall provide the following leaves for Long Term Occasional Teachers.

(a) In order to be eligible for such leave as stated in 6:01 to 6:07, the Long Term Occasional Teacher shall:

- (i) have the approval of the Director or designate before commencing the leave;
- (ii) submit a written request to the Director, stating the reason(s) for the leave of absence and the date(s) of the leave;
- (iii) ensure that the Principal, if the Long Term Occasional Teacher is responsible to a Principal, is aware of the leave of absence before the leave commences.

(b) Written requests for Sick Leave or Compassionate Leave are not required except as expressed or implied in this Agreement.

### **6.02 Compassionate Leave With Pay**

Based on full-time employment during the school year a Long Term Occasional Teacher shall be eligible for Compassionate Leave without loss of pay, or deductions from sick leave credits as follows:

(a) Five (5) consecutive school days, or more at the discretion of the Board, except where spanning a holiday, for the death of a husband, wife, parents or guardian, brother, sister, son or daughter.

(b) Three (3) consecutive school days or more at the discretion of the Board, except where spanning a holiday, for the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, of the Long Term Occasional Teacher or the spouse and for the death of the guardian of the spouse.

(c) One (1) school day, or more at the discretion of the Board, to attend the funeral of an uncle, aunt, niece or nephew of the Long Term Occasional Teacher or spouse.

(d) Saturdays and Sundays are not deemed to be holidays in the application of this Article.

### **6.03 Compulsory Quarantine or Jury or Witness Leave With Pay**

(a) (i) Jury or Witness Leave

Special leave with pay may be granted when a Long Term Occasional Teacher is required to appear in court by reason of a summons to serve as a juror, or by reason of a subpoena to be a witness in any proceeding to which the Long Term Occasional Teacher is not a party or one of the persons charged. The Long Term Occasional Teacher shall submit to the Board a certificate signed by a court representative testifying to the Long Term Occasional Teacher's presence at court and remit any fee (excluding expenses) the Long Term Occasional Teacher received from the court.

(ii) Quarantine

Every Long Term Occasional Teacher is entitled to his or her salary despite absence from duty in a case where, because of exposure to a communicable disease, the Long Term Occasional Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Long Term Occasional Teacher's duties. The days shall not be deducted from sick leave credits.

(b) A part-time Long Term Occasional Teacher is eligible to be granted jury or court witness leave or quarantine leave, as laid out above, on a prorated basis in the same ratio that the part-time employment bears to full-time employment for scheduled work day or days with which the leave coincides.

#### **6.04 Sick Leave With Pay**

(a) Credit

- (i) A Long Term Occasional Teacher shall be credited with an advance of sick leave on the basis of 10% of the number of full day equivalents for which the Long Term Occasional is employed in the current assignment.
- (ii) Such sick leave credits shall be cumulative, unless there is a break in excess of five (5) normal working days between assignments. Christmas holidays, March Break and summer holidays (July and August) do not constitute a break for purposes of accumulating sick leave.

(b) Proof of Illness

- (i) Any Long Term Occasional Teacher who is absent from duty because of illness for more than three (3) consecutive working days shall submit, if requested to do so by the Director of Education, a statement from a doctor certifying that such Teacher is unable to carry out their duties due to illness and the nature of the illness. The Board reserves the right, at its expense, to request that a Long Term Occasional Teacher obtain a medical certificate from a medical practitioner agreed to by the Board and OECTA in the event of repeated or extended absences.

- (ii) Notwithstanding Clause 6:04 (b) (i) the individual privacy of Long Term Occasional Teachers in their professional relationship with their physician(s) shall not be violated.
- (iii) If a Long Term Occasional Teacher fails to submit a medical certificate when required in (i), within five (5) working days of their return to work, the days of absence shall be processed as leave without pay. The Board reserves the right to request medical certificates prior to a Long Term Occasional Teacher's return to work in the case of long-term absences.
- (iv) The Board reserves the right to require a Long Term Occasional Teacher to undergo a medical examination as required, in order to ensure fitness for work.
- (v) Costs associated with obtaining a medical certificate shall be borne by the Board.

(c) Deductions from Sick Leave

Long Term Occasional Teacher's sick leave account shall be debited for the number of full-time equivalent normal working days absent due to personal illness until such account has become completely exhausted.

**6.05 Urgent Personal Business Leave**

(a) A Long Term Occasional Teacher may be granted a paid leave of absence for attendance to urgent personal business without deduction of salary up to a maximum of three (3) days, in any one school year.

(b) Notwithstanding Clause 6:05 (a), the Board may at its discretion grant leave for urgent personal business in excess of three (3) days.

(c) Leave of absence under this section is neither cumulative from year to year nor is it to be used for holidays.

(d) When the Long Term Occasional Teacher teaches fewer than ten months in the year, the salary payable shall be reduced proportionately for any special leave used in excess of 3/10 day per month.

(e) Under the terms of this Article, a Long Term Occasional Teacher who is absent from teaching duties without requesting a leave of absence, or without receiving approval of the Director or designate shall be in breach of this Agreement.

#### **6.06 Union Leave Without Pay**

(a) President

An Occasional Teacher who is elected to the position of President of the LOTBU shall, if the duties of the office are such that they are required to make themselves unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one school year at a time.

(b) The LOTBU may, if it so chooses, designate one Occasional Teacher to assist in Union business. If such Occasional Teacher thereby becomes unavailable for assignment, they shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one school year at a time.

(c) The LOTBU shall notify the Board in writing of the unavailability of an Occasional Teacher under 6:06(a) and (b) above.

#### **6.07 Unpaid Leave of Absence Due to Illness**

(a) Long Term Occasional Teachers who continue to be absent due to personal illness after their sick leave accounts have become exhausted shall be deemed to be on leave of absence due to personal illness.

(b) Long Term Occasional Teachers may remain on a leave of absence due to personal illness until the termination of their regularly

scheduled period of employment in the current assignment.

#### **6.08 Unavailability for Assignment**

Any Occasional Teacher becoming unavailable for assignment because of absence for illness, pregnancy/parental leave, Union leave or other personal reasons shall inform the Human Resources Services Manager in writing of the date of commencement of and return from the period of unavailability. In an emergency the notification shall come as soon as possible following the emergency. The Occasional Teacher shall be retained on the Board's Occasional Teacher List in an inactive status during the period of unavailability.

### **ARTICLE 7 - BULLETIN BOARDS**

**7.01** The Board shall provide bulletin boards in each school accessible to the Occasional Teachers and upon which the LOTBU shall have the right to post notices.

### **ARTICLE 8 - NO DISCRIMINATION**

**8.01** There shall be no discrimination by the Board or OECTA against any Occasional Teacher because of membership or non-membership in OECTA.

### **ARTICLE 9 - LIAISON COMMITTEE**

**9.01** The Board and LOTBU shall establish a Liaison Committee composed of an equal number of representatives of the Board and LOTBU. The representatives of LOTBU and of the Board shall each nominate one of their number as Co-chairperson. The Co-chairpersons shall determine by mutual agreement the time and place of the meeting and its agenda. The Chair shall alternate between the Co-chairpersons.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10.01 Definition**

A grievance under this Agreement shall be defined as a difference or a dispute by an Occasional Teacher, a group of Occasional Teachers, the LOTBU or the Board arising from the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

### **10.02 Complaints**

(a) It is the mutual desire of the Parties that complaints of Occasional Teachers shall be dealt with promptly. Therefore, where appropriate, Occasional Teachers should discuss a complaint with their School Principal in an attempt to resolve the complaint prior to starting a formal grievance.

(b) Both the Board and the LOTBU recognize that it is to their mutual advantage to resolve group or policy complaints promptly. Both Parties agree that, where appropriate, a group or policy complaint should be discussed with the other Party prior to starting a formal grievance.

### **10.04 Timelines**

(a) No grievance shall be considered where the circumstances giving rise to it occurred or originated and where the grievor was aware of said circumstances more than fifteen (15) full working days before the filing of the grievance.

(b) If the stipulated time limits are not met at one step of the Grievance Procedure, the Grievor shall have the right to appeal the grievance to the next step or level of the Grievance Procedure.

(c) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.

(d) A Board of Arbitration shall have the right to waive any breach of time limit on terms it considers just.



- 10.05** The grievance shall:
- a) state the name of the grievor;
  - b) identify the grievor's work location at the time of the alleged violation;
  - c) outline the nature of the grievance and give the relevant particulars;
  - d) specify the date on or about which the incident giving rise to the grievance occurred;
  - e) if possible, identify the specific clause which has been allegedly violated, misinterpreted or misapplied and
  - f) state the remedy requested.
- The grievance shall be signed by the grievor and by the LOTBU President.

## **10.06 Procedure**

### **Step 1**

The Occasional Teacher shall present the grievance in writing, to the Superintendent of Educational Services or designate, within fifteen (15) working days after the employee became aware or ought to have become aware of the circumstances giving rise to the grievance. The grievor, the LOTBU President and the Superintendent of Educational Services and/or designate shall meet to discuss the grievance and the Step One decision will be rendered within ten (10) working days following receipt of the grievance.

### **Step 2**

If the grievance is not resolved at Step One, the grievor may submit the grievance to the Director of Education or designate, within ten (10) working days following receipt of the Step One decision. The grievor, the LOTBU President and the Director and/or designate shall meet to discuss the grievance. The final decision at Step Two will be rendered within twenty (20) working days following receipt of the grievance at this final stage.

### **Step 3**

Failing a satisfactory settlement being reached in Step 2, the Grievance Committee may, on giving five (5) days notice in writing to the Board of its intention, refer the dispute to arbitration.

**10.07** Where a dispute involving a question of general application or interpretation occurs, or where a group of Occasional Teachers or the LOTBU has a grievance, Step 1 of this Article may be bypassed.

### **10.08 Grievance Instituted By The Board or the LOTBU**

The Board and the LOTBU shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Director of Education or designate or to the LOTBU President or designate.

**10.09** Grievances and subsequent decisions shall be in writing at all stages.

### **10.10 Arbitration**

(a) The Parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 10:01 through 10:08 inclusive and which has not been settled shall be referred to a Board of Arbitration, at the written request of either of the Parties hereto.

(b) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the LOTBU, 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.

(c) A single arbitrator may be substituted for a Board of Arbitration with the mutual written agreement of the Parties.

(d) 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 and/or its proposed single Arbitrator.

**10.11 Decision of the Arbitrator or the Board of Arbitration**

(a) The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.

(b) 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.

(c) The Arbitrator or 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.

**10.12 Expenses**

Each of the parties to this Agreement shall bear the expenses of the arbitrator appointed by it; and the parties shall jointly and equally bear the expenses, if any, of the Chairperson.

**10.13** Notwithstanding the procedure above, either party may request access to expedited arbitration under section 49 of the Ontario Labour Relations Act.

**10.14** A written request may be made after the grievance procedure under the Agreement has been exhausted or after thirty (30) calendar days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever first occurs.

- 10.15** Despite Clause 10.14 above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the grievance procedure has been exhausted or after fourteen (14) calendar days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever first occurs.
- 10.16** No such request in 10.14 or 10.15 above shall be made beyond the time stipulated for referring the grievance for arbitration.
- 10.17** As outlined in section 50 of the Ontario Labour Relations Act, either party, at any time, may agree to refer one or more grievances to a grievance mediation or mediation arbitration for the purpose of resolving the grievance in an expeditious and informal manner.
- 10.18** The Board recognizes the right of a Occasional Teacher to be represented by the President of the LOTBU or designate in the presentation of grievances at any stage. The LOTBU recognizes that the President of the LOTBU or designate may have regular duties to perform in connection with his/her employment. The President of the LOTBU shall provide reasonable notice to his or her Principal when the President of LOTBU is presenting grievances or attending meetings with the Board concerning grievances or potential grievances. It is understood and agreed that grievance meetings shall be scheduled and reasonable notice of such meetings shall be given to the President of the LOTBU so as to permit his or her attendance at such meetings.

## **ARTICLE 11 - OCCASIONAL TEACHER LIST**

**11.01** (a) The Board shall establish and maintain an Occasional Teachers List.

(b) The onus is on the Occasional Teacher to ensure that up-to-

date information and documentation is on file with the Human Resources Services Department of the Board.

**11.02** To be eligible for inclusion on the Occasional Teachers' List, an Occasional Teacher must have a certificate of qualification as a teacher in an elementary or secondary school and be a member in good standing with the Ontario College of Teachers or must be a person employed to teach under the authority of a letter of permission pursuant to the Education Act and its Regulations.

**11.03** Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of Ontario certification or proof of application and eligibility for Ontario certification, and all other required documentation.

**11.04** In order for an Occasional Teacher to be accepted for placement on the Occasional Teacher List, the Occasional Teacher shall:

- (a) select a specific school or family of schools;
- (b) elect to be placed on the List in a Specialty Column, provided that the Occasional Teacher holds and supplies to the Manager of Human Resources Services the appropriate verification of qualifications, as per the Certificate of Qualification; and/or select one or more of the following divisions:
  - Primary/Junior;
  - Junior/Intermediate;
  - Intermediate/Senior.

(c) specify day and time of availability.

**11.05** (a) Each Occasional Teacher shall be assigned the regularly scheduled supervision duties and workload of the teacher(s) who is being substituted or the equivalent of the regularly scheduled supervision duties and workload of the teacher(s) being replaced.

(b) The Board will endeavour to ensure an equitable distribution of work where practical.

(c) Save and except for emergency situations, it is understood and agreed that when a Casual Occasional Teacher is assigned to a school, the Casual Occasional Teacher will not be assigned supervision duties prior to the beginning of the school day for the first day of the assignment in order to allow the Casual Occasional Teacher an opportunity to orient himself or herself to the school and to the assigned class or classes.

**11.06** (a) An Occasional Teacher who was on the Occasional Teacher List during the previous school year and who has not taught as an Occasional Teacher during this period may be deleted from the List.

(b) An Occasional Teacher, who was on the Occasional Teacher List during the previous school year and who has taught for the Board in the previous year, must notify the Board's Human Resources Services Manager, in writing, by August of each year, if he or she wishes their name to be placed on the Occasional Teacher List for the upcoming school year. Occasional Teachers who do not notify the Board's Human Resources Services Manager, in writing by August 1st of each year, may be deleted from the Occasional Teacher List.

(c) Applicants for the Occasional Teacher List for the upcoming school year, who meet the requirements of Clauses 11.02, 11.03 and 11.04 must submit their application by August 15th to be placed on the Occasional Teacher List for that school year. The Board may consider applications received after the above date for inclusion on the Occasional Teacher List.

**11.07** The Board will provide at the beginning of each school year to every school an Occasional Teachers List. The Board will also provide a periodic update to all schools of changes to the Occasional Teacher List. The Board shall also provide a copy of such List and/or update to the President of the LOTBU.

## **ARTICLE 12 - PAYMENT**

### **12.01 Per Diem Rate - Casual Occasional Teacher**

The rate of pay for Casual Occasional Teachers shall be:

- (a) \$144.38 per day for the period commencing September 1st 2001,
- (b) \$145.82 per day for the period commencing February 1st 2002,
- (c) \$148.01 per day for the period commencing September 1st 2002,
- (d) \$150.08 per day for the period commencing February 1st 2003.

It is understood and agreed that the Casual Occasional Teacher daily rate of pay shall include vacation pay and statutory holiday pay.

### **12.02 Per Diem Rate - Long Term Occasional Teacher**

(a) The Long Term Occasional Teacher's daily per diem rate shall be calculated as follows:

The Occasional Teacher's annual salary, as determined by the appropriate qualifications and experience placement on the Current Teachers' Salary Grid, in the Agreement between the Board and OECTA for the members of the Board's regular teaching staff, divided by the number of school year days.

(Teacher Salary Grid Placement / number of school year days)

(b) The Long Term Occasional Teacher will be eligible for grid placement:

(i) effective the first day of replacing one specific teacher when it is planned that this particular assignment will meet or exceed the number of consecutive regularly scheduled teaching days required to qualify for a Long Term Occasional Teacher Contract.

(ii) on the first consecutive regularly scheduled

teaching day of replacing one specific teacher which meets or exceeds the number of consecutive regularly scheduled teaching days required to qualify for a Long Term Occasional Teacher Contract, retroactive to the first day of the assignment; when it is not definite at the onset of the assignment that the assignment will meet or exceed the number of consecutive regularly scheduled teaching days required to qualify for a Long Term Occasional Teacher Contract. (Mandatory attendance on a P.A. Day during this period will be at the discretion of the Principal.)

(c) For purposes of being eligible for grid placement, a day is a day. The percentage of the regularly scheduled teaching day does not have a bearing on the accumulation of the number of regularly scheduled teaching days required to qualify for a Long Term Occasional Teacher Contract in a specific assignment.

(d) Upon the onset of a long-term assignment, the Board shall provide the Long Term Occasional Teacher with an itemized account of the calculation for financial remuneration for the period of the long-term assignment.

### **12.03 Payment Schedule**

Occasional Teachers shall be paid on a bi-weekly schedule. Each Occasional Teacher shall be provided with an itemized statement of their wages and deductions. Pay schedules are available from the Payroll Department.

### **12.04 Method of Payment**

Salary payments are to be made by means of "direct deposit" according to the pay schedule. Each Occasional Teacher shall make the necessary arrangements with the Board and his or her financial institution to facilitate the above deposit. In the event that satisfactory arrangements cannot be made with the Occasional Teacher's financial institution the Board reserves the right to pay the above salary payments by way of cheque. The



Occasional Teacher shall be provided with an itemized statement of their wages and deductions for each pay.

### **ARTICLE 13 - ALLOWANCE FOR EXPERIENCE**

**13.01** (a) An Occasional Teacher who teaches full-time on every school day (including P.A. Days) during the school year, shall be credited August 31 with 1.0 year of experience. An Occasional Teacher who teaches X% of part-time consistently on every school day (including P.A. Days) during the school year, shall be credited August 31 with X% of part-time of one year of experience.

(b) The number of days of teaching experience heretofore uncredited but carried forward from one or more previous school years since September 1, 1969, as a balance for possible credit in a subsequent year, shall be divided by 20 and the quotient shall be credited August 31 as tenths of a year of experience.

(c) A number of days less than 20 remaining after the calculation in 13:01(a) and (b) shall be carried forward for possible credit in a subsequent school year.

(d) Only teaching experience after certification shall be credited. An Ontario Interim Certificate of Qualification is certification.

### **ARTICLE 14 - REPORTING PAY**

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

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

- (c) One-half-day is to be defined as follows:
- (i) Elementary: before or after lunch.
  - (ii) Secondary (Semestered, non-semestered and otherwise):
    - one-half (1/2) of the periods on the respective school's daily timetable plus

- TAG, equates to one-half (1/2) day's pay assigned supervision periods and regularly scheduled preparation periods shall count as a period for the above.

- (d) One full day (Secondary) is to be defined as follows:  
 Secondary (Semestered, non-semestered and otherwise): at least one-half (1/2) of the periods on the respective school's daily timetable plus one period plus TAG.

### **ARTICLE 15 - BENEFITS**

**15.01** After sixty (60) working days of continuous employment a Long Term Occasional Teacher shall be paid an additional sum of \$2.00 per day in lieu of benefits.

### **ARTICLE 16 - PROBATIONARY PERIOD**

**16.01** The probationary period for Occasional Teachers shall be for the period until the Occasional Teacher has completed sixty (60) days of occasional teaching with the Board.

**16.02** Pursuant to the above Clause it is understood and agreed by the Parties that probationary occasional teachers may be removed from the Occasional Teachers List by the Board due to unsatisfactory performance and/or any other valid employment related reasons. Removal from the Occasional Teachers List shall be subject to due process and the grievance procedure. The Board shall provide the LOTBU President with written notification of any Occasional Teacher removed from the Occasional Teachers List.

**16.03** Occasional Teachers who have completed their probationary period shall not be disciplined or discharged without just cause.

### **ARTICLE 17 - PROFESSIONAL DEVELOPMENT DAYS**

**17.01 (a)** Long Term Occasional Teachers are expected to attend Professional Activity Days, equivalent to the percentage of time taught during their term of appointment.

(b) Casual Occasional Teachers are not required to attend Professional Activity Days. A prospective Long Term Occasional Teacher may attend a Professional Activity Day if required as per Clause 12:02 (b) (ii).

#### **ARTICLE 18 - TRAVEL REIMBURSEMENT**

**18.01** An Occasional Teacher shall be reimbursed for the expenses incurred in Board-authorized travel within Renfrew County in accordance with Board Policy.

#### **ARTICLE 19 - DURATION & EFFECTIVE DATE OF THE AGREEMENT**

**19.01** The term of this Agreement shall be from September 1st 2001 to August 31, 2003 and from year to year thereafter without change, unless written notice of a desire to bargain is given by either Party within the period of 3 months before the Agreement ceases to operate.

#### **ARTICLE 20 - DISTRIBUTION OF AGREEMENT**

**20.01** After the Agreement has been formally signed, the Board shall print and distribute copies of this Agreement to all the Occasional Teachers in its employ at the time of signing and on its current Roster of Occasional Teachers. The Board shall provide additional copies to the LOTBU and shall ensure that copies of the Occasional Teacher Agreement are distributed to all Board schools.

#### **ARTICLE 21 - NO STRIKES AND LOCK-OUTS**

**21.01** There will be no strike or lockout as defined by the Ontario Labour Relations Act during the term of the Agreement or of any renewal of the Agreement.

IN WITNESS the Renfrew County Catholic District School Board and the Local Occasional Teacher Bargaining Unit of OECTA and the Ontario English Catholic Teachers' Association have caused this Agreement to be signed by their duly authorized representatives this 27 day of February 2002.

THE RENFREW COUNTY  
CATHOLIC DISTRICT SCHOOL  
BOARD

THE LOCAL OCCASIONAL  
TEACHER BARGAINING UNIT  
OF OECTA

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Board Chairperson

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LOTBU President

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Director of Education &  
Secretary-Treasurer

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LOTBU Chief Negotiator

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

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Michael O'Connor, Provincial OECTA Representative

**LETTER OF INTENT (Teacher Evaluation Committee)**

The Board and OECTA acknowledge that a joint Board/Teacher Consultative Committee forwarded a joint recommendation to the Board and OECTA concerning teacher evaluation. The Board and OECTA agree that if the above Committee is reconstituted to review the joint recommendation, an occasional teacher will be included as one of the OECTA Committee members and the mandate of the Committee will be expanded to include a teacher evaluation policy/procedure for occasional teachers.

**AGREEMENT**

**Between**

**THE RENFREW COUNTY CATHOLIC DISTRICT  
SCHOOL BOARD  
(hereinafter called the "BOARD")**

**and**

**THE LOCAL OCCASIONAL TEACHER BARGAINING UNIT OF OECTA  
(hereinafter called the "LOTBU")**

**and**

**THE ONTARIO ENGLISH CATHOLIC  
TEACHERS' ASSOCIATION  
(hereinafter called "OECTA")**

**EFFECTIVE FROM**

**September 1, 2001 to August 31, 2003**