

**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, 2004 to August 31, 2008**

12426(03)

**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).

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## **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. An 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) 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 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 are 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 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, a maximum of two designated 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 In the event that a designated member of the LOTBU Negotiating Committee 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, with additional days 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 with additional days 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, with additional days 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 shall 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.

**ARTICLE 6 – LEAVE FOR LONG TERM OCCASIONAL TEACHERS (continued)**

- 6.03 b) A part-time Long Term Occasional Teacher is eligible to be granted jury or court witness leave or quarantine leave, as set 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 Teacher 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. 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) 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.
- c) Deductions from Sick Leave A 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.

**ARTICLE 6 – LEAVE FOR LONG TERM OCCASIONAL TEACHERS (continued)**

- 6.05 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 due to 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 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 by 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.

### 10.03 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.

### 10.04 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.

**ARTICLE 10 – GRIEVANCE PROCEDURE (continued)**

10.05 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.

10.06 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.

10.07 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.

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

10.09 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 Clauses 10.01 through 10.07 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.



**ARTICLE 10 – GRIEVANCE PROCEDURE (continued)**

- 10.09 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.
- 10.10 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.
- 10.11 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.
- 10.12 Expedited Arbitration
- a) Notwithstanding the procedure above, either Party may request access to expedited arbitration under section 49 of the Ontario Labour Relations Act.
  - b) 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.
  - c) Despite Clause 10.12 b) 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.
  - d) No such request in 10.12 b) or c) above shall be made beyond the time stipulated for referring the grievance for arbitration.
- 10.13 Grievance Mediation / Mediation Arbitration  
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.

**ARTICLE 10 – GRIEVANCE PROCEDURE (continued)**

10.14 LOTBU Representation

The Board recognizes the right of an 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 the principal of the school at which he or she is assigned when, in conjunction with the Board the President of LOTBU is presenting grievances or attending meetings concerning grievances or potential grievances. It is understood and agreed by the Parties that grievance meetings shall be scheduled to permit the attendance of the President of the LOTBU.

## **ARTICLE 11 – OCCASIONAL TEACHER LIST**

- 11.01 a) The Board shall establish and maintain an Occasional Teacher 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 Teacher List, an Occasional Teacher must hold a Certificate of Qualification or an Interim 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 To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must submit proof of current Ontario certification, and all other required documentation including a current original criminal background check, if necessary, and subsequent annual offence declarations.
- 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 select one or more of the following divisions/school:
- Primary/Junior;
  - Junior/Intermediate;
  - Intermediate/Senior;
  - Alternative Schools (Pembroke or Renfrew).
- 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 shall not be assigned supervision duties prior to the beginning of the school day on 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.

**ARTICLE 11 – OCCASIONAL TEACHER LIST (continued)**

- 11.06 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 and submit the required documentation by August 1st 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 an Occasional Teacher List to every school at the beginning of each school year. 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) \$166.00 per day for the period commencing September 1st 2004;
- b) \$172.00 per day for the period commencing September 1st 2005;
- c) \$177.00 per day for the period commencing September 1st 2006;
- d) \$184.00 per day for the period commencing September 1st 2007;
- e) \$187.00 per day for the period commencing August 31st.

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 shall 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.
- 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.
- e) i) For purposes of retroactive salary adjustments to the first day of the assignment, an Occasional Teacher who has been hired for a Long Term Occasional Teacher assignment is required to forward to the Manager of Human Resources Services within 120 days of the commencement of the assignment:
  - QECO Statement of Evaluation (Program 5) and
  - any statements of experience from other school boards.

**ARTICLE 12 – PAYMENT (continued)**

- 12.02 e) ii) In the event that the QECO Statement of Evaluation (Program 5) is not received within the 120 day time limit any salary adjustment related to QECO qualifications shall come into effect on the first day of the pay period following receipt by the Manager of Human Resources Services of the relevant documents.
- iii) In the event that the statements of experience from other school boards are not received within the 120 day time limit any salary adjustment related to statements of experience shall come into effect on the first day of the pay period following receipt by the Manager of Human Resources Services of the relevant documents.

12.03 Payment Schedule

Occasional Teachers shall be paid on a monthly 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 – POSTING OF LONG TERM OCCASIONAL TEACHER POSITIONS**

- 13.01 a) Clause 13.01 shall govern the following regular teacher vacancies:
- i) when the absence spans more than 20 consecutive regularly scheduled school days of the absent teacher's teaching assignment, but not more than one school year; and
  - ii) when Human Resources Services has reasonable notice of the said vacancy or when Human Resources Services is notified that the vacancy is prescheduled.
- b) In the event that the Board decides to replace the regular teacher who is or will be absent with a Long Term Occasional Teacher, the Board shall post the vacancy in each school and on the Board's web page for a period of five (5) school days.
- c) During July and August only, the Board shall post such vacancies on the Board's web page for a period of five (5) business days.
- d) The Board has the discretion to advertise Long Term Occasional Teacher vacancies externally.
- e) A copy of any postings shall be forwarded to the President of the LOTBU.

**ARTICLE 14 – ALLOWANCE FOR EXPERIENCE**

- 14.01 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 10 year of experience. An Occasional Teacher who teaches X% of a full time assignment consistently on every school day (including P.A. Days) during the school year, shall be credited August 31 with X% of one year 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 14.01 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 15 – REPORTING PAY**

- 15.01 a) An Occasional Teacher who reports for a specified placement, which is for one day or less than one day, as a result of a dispatching error on the part of Board officials shall be paid the related pay for that placement for reporting as required. The Occasional Teacher will be assigned duties for the day or portion of the day unless the Occasional Teacher elects not to work and not to receive pay.
- b) If an Occasional Teacher is replacing a regular teacher who is employed by the Board for less than full time duty; the Occasional Teacher shall be paid for that percentage of the daily rate which corresponds to the portion of the day the teacher being replaced is regularly scheduled to work on that day.
- c) In other situations one-half-day is to be defined as follows: iii) Elementary: before or after lunch. iv) Secondary (Semestered):  
iii) one-half (1/2) of the periods on the respective school's daily timetable, plus homeroom if applicable, equates to one-half (1/2) day's pay;  
iv) an assigned supervision period and/or a regularly scheduled preparation period shall count as a period for the above.
- d) In other situations one full day (Secondary) is to be defined as follows:  
Secondary (Semestered): at least one-half (1/2) of the periods on the respective school's daily timetable plus one period, plus homeroom if applicable.

**ARTICLE 16 – BENEFITS**

16.01 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 17 – PROBATIONARY PERIOD**

- 17.01 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.
- 17.02 Pursuant to Clause 17.01 it is understood and agreed by the Parties that probationary Occasional Teachers may be removed from the Occasional Teacher List by the Board due to unsatisfactory performance and/or any other valid employment related reasons which are given to the Occasional Teacher in writing. Removal from the Occasional Teacher 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 Teacher List.
- 17.03 Occasional Teachers who have completed their probationary period shall not be disciplined or discharged without just cause.

**ARTICLE 18 – PROFESSIONAL DEVELOPMENT DAYS**

- 18.01 a) Full time Long Term Occasional Teachers shall attend Professional Activity Days during their term of assignment. Long Term Occasional Teachers with a part time assignment shall attend Professional Activity Days on a prorated basis in the same ratio that the part-time employment bears to full time employment during their term of appointment.
- b) Casual Occasional Teachers are not required to attend Professional Activity Days.
- c) 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, the Principal may require a prospective Long Term Occasional Teacher to attend a Professional Activity Day. For prospective Long Term Occasional Teachers mandatory attendance at a Professional Activity Day prior to the fifteenth consecutive regularly scheduled working day shall be at the direction of the Principal.
- d) A Professional Activity Day which a Casual Occasional Teacher is not required to attend will not count as one of the days required to qualify for a Long Term Occasional Teacher Contract. However, the said Professional Activity Day shall not interrupt the running of consecutive regularly scheduled teaching days required to qualify for a Long Term Occasional Teacher Contract.

**ARTICLE 19 – TRAVEL REIMBURSEMENT**

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

**ARTICLE 20 – DURATION & EFFECTIVE DATE OF THE AGREEMENT**

20.01 The term of this Agreement shall be from September 1st 2004 to August 31, 2008 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 21 – DISTRIBUTION OF AGREEMENT**

21.01 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 22 – NO STRIKES AND LOCK-OUTS**

22.01 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.



**ARTICLE 23 – PERSONNEL FILES**

- 23.01 a) Upon giving reasonable notice to the Manager of Human Resources Services, an Occasional Teacher shall be allowed to review his or her personnel file with the exception of confidential letters of reference and documents covered by the Municipal Freedom of Information and Protection of Privacy Act with respect to third party, etc. The Occasional Teacher may review his or her file in the presence of the Manager of Human Resources Services or her designate. Such access time will be scheduled by the Manager of Human Resources Services.
- b) Documentation of a disciplinary or performance appraisal nature regarding the Occasional Teacher will not be placed on file without the Occasional Teacher's previous knowledge. An Occasional Teacher may provide written responses to such documentation and such responses will be included in the file.
- c) Where an Occasional Teacher gives written authorization to the Board for the President/Vice-President of the LOTBU or for an OECTA Provincial representative to access the Occasional Teacher's personnel file, the School Board shall provide such access on the same terms and conditions as set out earlier in this Clause and furnish copies of the said file, if requested, and so authorized.

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 day of 2005.

THE RENFREW COUNTY  
CATHOLIC DISTRICT SCHOOL  
BOARD

THE LOCAL OCCASIONAL TEACHER  
BARGAINING UNIT OF OECTA

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
LOTBU President

\_\_\_\_\_  
Director of Education & Secretary-  
Treasurer

\_\_\_\_\_  
LOTBU Team Member

THE ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION

\_\_\_\_\_  
Brock Commeford, Provincial OECTA Representative

**LETTER OF UNDERSTANDING § CRIMINAL RECORD CHECK**

The Criminal Background Check (CBC) and the annual Offence declaration shall be stored in a confidential file separate from the personnel file. In accordance with the Municipal Freedom of Information and Protection of Privacy Act access to this file shall be limited to:

- the Manager of Human Resources Services,
- the Secretary to the Manager of Human Resources Services,
- the Human Resources Clerk,
- the Director of Education,
- the Superintendent of Educational Services and
- the Superintendent of Business Services.

**LETTER OF UNDERSTANDING #2 – PRESIDENT LEAVE**

The Board and OECTA agree as follows:

1. The President of the Local Occasional Teachers' Bargaining Unit of OECTA (LOTBU) or his or her designate shall be granted 15 days leave of absence per school year provided that the Board is given reasonable written notice of the dates of the said leaves of absence.
2. In the event that the President is employed as a Long Term Occasional Teacher for a said day of absence, the Board shall pay the President at the appropriate long term Occasional Teacher rate for the said day of absence.
3. In the event that the President is employed as a Casual Occasional Teacher for a said day of absence, the Board shall pay the President at the appropriate Casual Occasional Teacher rate for the said day of absence.
4. In the event that the President is not employed as an Occasional Teacher for a said day of absence, the Board shall pay the President at the appropriate Casual Occasional Teacher rate for the said day of absence.
5. OECTA shall reimburse the Board for each day of absence at the Casual Occasional Teacher rate.
6. The days leave of absence shall be scheduled so that the Casual Occasional Teacher replacing the President or designate does not qualify for a Long Term Occasional Teacher contract.

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