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## **PREAMBLE**

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

The Renfrew County Catholic District School Board and the Renfrew Occasional Teacher Bargaining Unit of OECTA are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

## **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.

On occasions where the Board is unable to obtain an Occasional Teacher from the Occasional Teacher List 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 Occasional Teacher Bargaining Unit or designate. Such consent shall not be unreasonably withheld. All assignments made under Regulation 298, section 21, shall be reported to the President of the Occasional Teacher Bargaining Unit on a monthly basis. 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) "Occasional Teacher Bargaining Unit" means the local bargaining 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 – Statutory and/or Regulatory Provisions**

The obligations of the Board and OECTA are subject to such statutory or regulatory provisions pertaining to the administration of education as may be amended from time to time.

## **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, their addresses and their phone numbers.

## **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. A copy of such information shall be forwarded to the President of the Occasional Teacher Bargaining Unit.

#### **4.04**

The General Secretary of OECTA shall advise the Board, in writing, of the amount of the dues authorized by Association at OECTA Provincial Offices, 65 St. Clair Avenue East, Toronto, Ontario M4T 2Y8. The Association shall give the Board thirty (30) days written notice of any change in the amount of dues to be deducted.

#### **4.05**

The Association agrees to save the Board harmless and to indemnify the Board with respect to any claim made against the Board by any Occasional Teacher or any group of Occasional Teachers arising out of the deduction of OECTA dues.

### **ARTICLE 5 - REPRESENTATION**

#### **5.01**

The Negotiating Committee for the Board and the Negotiating Committee for Occasional Teacher Bargaining Unit 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 Occasional Teacher Bargaining Unit 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 Occasional Teacher Bargaining Unit 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**

- a) In order to be eligible for such leave as stated in Article 6, the Long Term Occasional Teacher shall:
  - i) have the approval of the Manager of Human Resources Services or designate before commencing the leave;
  - ii) submit a written request to the Manager of Human Resources Service, 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) Requests for Sick Leave shall be made verbally to the Principal or designate.

- c) Requests for Compassionate Leave shall be made verbally to the Principal or designate with a written notice to the Manager of Human Resources Services.

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

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 in a full time assignment 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 in a full time assignment 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 Long Term Occasional Teacher in a part time assignment 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) An Occasional Teacher on a long term occasional teaching assignment shall be credited with sick leave on the basis of two (2) days for each twenty (20) consecutive school days worked in the same assignment. The two days sick leave shall be advanced at the beginning of each month. The sick leave days for a part time Occasional Teacher on a long term occasional teaching assignment shall be prorated according to the percentage of employment.
- 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 or designate, a statement from a doctor certifying that such Teacher is unable to carry out their duties due to illness. The Board shall pay for the cost of the said medical certificate.

- ii) 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.
- iii) If a Long Term Occasional Teacher fails to submit a medical certificate when required in (i), within three (3) days of return to work, the days of absence shall be processed as leave without pay.
- iv) 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. The Board shall pay for the cost of the said medical certificate.

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 days in a 10 month period.
- 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.

f) It is understood and agreed that the leave cannot be used on the school day prior to or after a school holiday period (Christmas, March Break and summer holidays) or prior to or after a Board or statutory holiday except in exceptional circumstances.

**6.06 - Union Leave Without Pay**

a) President

An Occasional Teacher who is elected to the position of President of the Occasional Teacher Bargaining Unit 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 Occasional Teacher Bargaining Unit 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 Occasional Teacher Bargaining Unit shall notify the Manager of Human Resources Services in writing of the unavailability of an Occasional Teacher under Clause 6.06 (a) and (b) above.

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

a) A Long Term Occasional Teacher who continues to be absent due to personal illness after his or her sick leave account has become exhausted shall be deemed to be on leave of absence due to personal illness.

b) A Long Term Occasional Teacher may remain on a leave of absence due to personal illness until the termination of his or her 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 Manager of Human Resources Services 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 Occasional Teacher Bargaining Unit and OECTA shall have the right to post notices.

**ARTICLE 8 - NO DISCRIMINATION**

**8.01**

There shall be no discrimination by the Board against any Occasional Teacher because of membership in OECTA.

**ARTICLE 9 - LIAISON COMMITTEE**

**9.01**

The Board and the Occasional Teacher Bargaining Unit shall establish a Liaison Committee composed two (2) representatives appointed by the Board and two (2) representatives appointed by the Occasional Teacher Bargaining Unit. The representatives of the Occasional Teacher Bargaining Unit 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. The Committee shall meet a minimum of three time per year.

## **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 Occasional Teacher Bargaining Unit 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 the Principal or the Manager of Human Resources Services in an attempt to resolve the complaint prior to starting a formal grievance. The Occasional Teacher may request the attendance of an Occasional Teacher Bargaining Unit representative or designate at such a meeting at no cost to the Board.

b) Both the Board and the Bargaining Unit recognize that it is to their mutual advantage to resolve policy complaints promptly. Both Parties agree that, where appropriate, a 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) school days before the filing of the grievance.

b) If the stipulated time limits are not met at Step One of the Grievance Procedure, the Grievor shall have the right to take the grievance to Step Two of the Grievance Procedure.

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

d) A single arbitrator or a Board of Arbitration shall have the right to waive any breach of time limit on terms the single arbitrator or Board of Arbitration 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 Occasional Teacher Bargaining Unit President or designate. The grievance shall be submitted to the Director of Education with a copy submitted to the Manager of Human Resources Services.

#### **10.05 - Procedure**

##### **STEP 1**

The grievor, the Occasional Teacher Bargaining Unit 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) school days following receipt of the grievance.

##### **STEP 2**

Failing a satisfactory settlement being reached in Step 1, the grievance may be referred to arbitration by notice in writing to the other Party within twenty (20) school days of the receipt of the Step One decision. The notice shall state whether the referral to arbitration is a referral to a single arbitrator or a referral to a Board of Arbitration.

**10.06 – Occasional Teacher Bargaining Unit Policy Grievance, Board Policy Grievance and Group Grievance**

a) Occasional Teacher Bargaining Unit Policy Grievance:

The Occasional Teacher Bargaining Unit may initiate a policy grievance following the same procedure set out in Clause 10.05.

b) Board Policy Grievance:

The Board may initiate a policy grievance following the same procedure set out in Clause 10.05. Such a grievance shall be signed by the Director of Education or designate and submitted to the President of the Occasional Teacher Bargaining Unit or designate.

c) Group Grievance:

A common complaint by a group of teachers may be filed as a single grievance following the same procedure set out in Clause 10.05.

**10.07 – Grievances, Notices and Decisions in Writing**

Grievances, notices and decisions shall be in writing at all stages.

**10.08 – Single Arbitrator**

a) The appointment of a single arbitrator shall take place within ten (10) calendar days from the date of referral to arbitration or such other time as the Parties agree.

b) If the Parties are unable to agree on a single arbitrator within the time limit, the Ontario Labour Relations Board shall appoint a single arbitrator.

**10.09 – Board of Arbitration**

a) Within ten (10) calendar days of the referral to a Board of Arbitration each Party shall notify the other, in writing, of the name of its Appointee.

b) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Occasional Teacher Bargaining Unit, and a third person to act as Chairperson chosen by the other two Appointees. If the Appointees cannot agree to a Chairperson within fifteen (15) calendar days from the referral to arbitration, the Parties shall request the Ontario Labour Relations Board to nominate a Chairperson.

### **10.10 – Arbitration Decision**

- a) The decision of a single arbitrator or a Board of Arbitration, or a majority of the Board of Arbitration, 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 single arbitrator or the Chairperson of the Board of Arbitration to reconvene to clarify the decision, which they should do within fifteen (15) calendar days.

### **10.11 – Power of Arbitrator / Board of Arbitration**

The single arbitrator or a Board of Arbitration, or a majority of 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 Related to Arbitration**

With a Board of Arbitration 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. With a single arbitrator the parties shall jointly and equally bear the expenses, if any, of the arbitrator.

### **10.13 - 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 10.13 (b), 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 Clause 10.13 (b) or (c) shall be made beyond the time stipulated for referring the grievance for arbitration.

#### **10.14 - 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.

#### **10.15 – Occasional Teacher Bargaining Unit Representation**

a) The President of the Occasional Teacher Bargaining Unit or designate, if on an assignment, may have regular duties to perform in connection with that assignment. The Parties acknowledge that the attendance of the President of the Occasional Teacher Bargaining Unit or designate may be required for a meeting or meetings with the Board involving a grievance. If such a meeting occurs during the instructional day the President of the Bargaining Unit shall give the Principal reasonable notice of any such meeting.

b) The Parties agree that the attendance of the President of the Occasional Teacher Bargaining Unit or designate at such a meeting in accordance with Clause 10.15 (a) shall be without loss of pay if the meeting occurs during the instructional day.

### **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 placement on the Occasional Teachers' List the applicant shall:

- a) hold a valid Certificate of Qualification (Ontario Teacher's certificate);
- b) be a member in good standing with the Ontario College of Teachers as per the Public Registry;
- c) provide all required documentation and information; and
- d) be approved by the Board for placement on the list.

### **11.03**

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 Education Act and/or as per the Certificate of Qualification;
- c) select one or more of the following divisions/school:
  - Primary/Junior;
  - Junior/Intermediate;
  - Intermediate/Senior;
  - Alternative Schools (Pembroke or Renfrew).
- d) specify day and time of availability; and
- e) provide such other information as may be required by the Board.

### **11.04A – Call-in Procedure for Casual Occasional Teachers for the period September 1<sup>st</sup> 2008 to January 31<sup>st</sup> 2009**

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

**11.04B – Call-in Procedure for Casual Occasional Teachers commencing February 1<sup>st</sup> 2009:**

a) Commencing February 1<sup>st</sup> 2009 the Board will endeavour to ensure an equitable distribution of work to all Occasional Teachers on a rotational basis. The call out for Occasional Teacher daily assignments shall be done on a continuous rotation basis from one day to the next except in the following circumstances:

- i) If the Teacher to be replaced was absent the previous day, the Principal or designate may assign the same Occasional Teacher.
- ii) If the Teacher to be replaced will be absent a number of days over a period of time (e.g. every Friday for a month), the Principal or designate may assign the same Occasional Teacher.
- iii) When the Occasional Teacher assignment requires special qualifications in accordance with the Education Act such as French, Special Education and Technology.
- iv) In a secondary occasional teacher assignment the Principal or designate may assign an occasional teacher who has the secondary subject qualifications for the said assignments.
- v) When the Principal or designate has not been able to obtain an Occasional Teacher and there is insufficient time for the Principal or designate to continue calling on a rotational basis.
- vi) Such other circumstances as may be agreed in writing by the President of the Occasional Teacher Bargaining Unit and the Board.

**11.05**

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. The Board shall inform the President of the Occasional Teacher Bargaining Unit of any such deletions from the Occasional Teacher 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 and submit the required documentation by June 30<sup>th</sup> 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 June 30<sup>th</sup> of each year, may be deleted from the Occasional Teacher List. The Board shall inform the President of the Occasional Teacher Bargaining Unit of any such deletions from the Occasional Teacher List.

c) New applicants for the Occasional Teacher List for the upcoming school year must submit their application by August 1<sup>st</sup> for placement on the Occasional Teacher List for the following school year. The Board may consider applications received after the above date for inclusion on the Occasional Teacher List.

#### **11.06**

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 Occasional Teacher Bargaining Unit.

### **ARTICLE 12 – WORKING CONDITIONS**

#### **12.01**

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) 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.

## **ARTICLE 13 - PROFESSIONAL DEVELOPMENT DAYS**

### **13.01**

a) Long Term Occasional Teachers with a full time assignment 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 assignment bears to a full time assignment during their term of appointment.

b) Casual Occasional Teachers are not required to attend Professional Activity Days. A casual occasional teacher may attend without pay scheduled professional activity days arranged by the Board subject to space availability. Requests are to be made in writing to the appropriate Principal.

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 instructional 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 instructional 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 instructional days required to qualify for a Long Term Occasional Teacher Contract.

## **ARTICLE 14 – PAYMENT**

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

The rate of pay for Casual Occasional Teachers shall be:

- a) \$199.36 per day for the period commencing September 1st 2008;
- b) \$205.34 per day for the period commencing September 1st 2009;
- c) \$211.50 per day for the period commencing September 1st 2010;
- d) \$217.85 per day for the period commencing September 1st 2011.

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

**14.02 - 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 salary grid of the Renfrew Teacher Bargaining Unit of OECTA (set out in Appendix A to this Agreement), in the Agreement between the Board and OECTA for the members of the Board's regular teaching staff, divided by the number of days in the school year.

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

- 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 instructional days required to qualify for a Long Term Occasional Teacher assignment;
  - ii) on the first consecutive regularly scheduled teaching day of replacing one specific teacher which meets or exceeds the number of consecutive regularly scheduled instructional days required to qualify for a Long Term Occasional Teacher assignment, retroactive to the first day of the assignment.
- c) For purposes of being eligible for grid placement, a day is a instructional day. The percentage of the regularly scheduled instructional day does not have a bearing on the accumulation of the number of regularly scheduled instructional days required to qualify as a Long Term Occasional Teacher 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 a QECO Statement of Evaluation (Program 5) and to request that other school boards forward any statements of experience to the Manager of Human Resources Services and to the teacher within 120 days of the commencement of the assignment.
- (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.

#### **14.03 - 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.

#### **14.04- 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 15 – POSTING OF LONG TERM OCCASIONAL TEACHER POSITIONS**

### **15.01 – Posting Procedure for Long Term Occasional Teacher Positions**

- a) Clause 15.01 shall govern the following regular teacher vacancies:
  - i) when the absence spans more than twenty (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 Occasional Teacher Bargaining Unit.

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

### **16.01**

a) Application:

Clause 16.01 applies to the calculation of teaching experience commencing on September 1<sup>st</sup> 2008.

The application of Article 16 shall not negatively affect the experience of any Occasional Teacher which had been recognized by the Board prior to September 1<sup>st</sup> 2008.

b) Definition of Teaching Experience:

Teaching experience recognized for placement on the salary grid means teaching experience gained in an elementary or secondary regular day school while a member of the Ontario College of Teachers.

c) Teaching Experience Recognized:

Teaching experience shall be recognized for placement on the salary grid up to the maximum as set out below:

- i) teaching experience with a school board, operated under the authority of the Acts and Regulations of a Ministry of Education in a Canadian province or territory;
- ii) teaching experience with a school board operated under the authority of the Department of Indian and Northern Affairs Canada;
- iii) teaching experience with a school board operated under the authority of the Department of National Defence in an overseas exchange plan; and/or
- iv) teaching experience in jurisdictions other than Canada, while holding teacher qualifications recognized as equivalent by the Ontario College of Teachers, may be recognized for placement on the salary grid at the discretion of the Director of Education.

d) Full and Partial Years of Teaching Experience:

- i) One hundred and ninety four (194) days of full time teaching experience shall be equivalent to one (1) full year of teaching experience.
- ii) Nineteen and four tenths (19.4) days of full time equivalent teaching experience shall be equivalent to one tenth (0.1) year of teaching experience rounded to the nearest one tenth (0.1). As a result there shall be no carry forward of any unused days of teaching experience.
- iii) No teacher shall be credited with more than one year's teaching experience in any school year.
- iv) Teaching experience shall be calculated each August 31<sup>st</sup> and shall be credited on September 1<sup>st</sup> of the next school year provided that the required documentation has been filed with the Board.

- e) Teaching experience shall not accrue during unpaid leaves of absence in excess of 20 continuous instructional days. Notwithstanding the above, teaching experience shall accrue for each day of an Occasional Teacher's Employment Standards Act Part XIV leaves of absence which occur during the Occasional Teacher's teaching assignment.

## **ARTICLE 17 - REPORTING PAY**

### **17.01A – Reporting Pay September 1<sup>st</sup> 2008 to December 31<sup>st</sup> 2008**

- 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:
  - i) Elementary: before or after lunch.
  - ii) Secondary (Semestered):
    - 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;
    - 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.

**17.01B – Reporting Pay commencing January 1<sup>st</sup> 2009**

- 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 therefore shall not receive pay.
  
- b) An Occasional Teacher who is replacing an elementary teacher(s) who is employed by the Board shall be paid for that percentage of the daily rate which corresponds to the percentage of the assignment(s) of the teacher(s) being replaced.
  
- c) For an elementary Occasional Teacher assignment other than as set out in Clause 17.01B (b) above, the salary payable to an Occasional Teacher on a part time assignment shall be prorated to reflect the percentage that the assignment has to an Occasional Teacher on a full time assignment.
  
- d) For an Occasional Teacher on a secondary assignment:
  - i) A full day assignment shall be composed of one-half (1/2) of the periods on the secondary school's daily timetable plus one (1) period, plus homeroom if applicable.
  - ii) A half day assignment shall be defined as a minimum of one-half day (1/2) of the periods on the secondary school's daily timetable plus home room if applicable. An assigned supervision period or a preparation period shall count as a period.

**ARTICLE 18 – BENEFITS**

**18.01**

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 19 - PROBATIONARY PERIOD**

### **19.01**

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.

### **19.02**

Pursuant to Clause 19.01 an Occasional Teacher may be removed from the Occasional Teacher List for cause by the Board during the Occasional Teacher's probationary period. The rationale for removal of an Occasional Teacher from the Occasional Teacher List shall be given to the Occasional Teacher in writing. Removal of an Occasional Teacher from the Occasional Teacher List shall be subject to due process and the grievance procedure. The Board shall provide the President of the Occasional Teacher Bargaining Unit with written notification of an intent to remove an Occasional Teacher from the Occasional Teacher List, with the reasons, prior to any action being taken by the Board and the Board shall make arrangements for a meeting between the Parties.

### **19.03**

Occasional Teachers shall not be disciplined or discharged without just cause. Occasional Teachers who have not completed their probationary period may be disciplined or discharged through the application of a lesser standard of just cause.

## **ARTICLE 20 - TRAVEL REIMBURSEMENT**

### **20.01**

An Occasional Teacher shall be reimbursed for the expenses incurred in Board-authorized travel within Renfrew County in accordance with Board Policy as amended from time to time.

## **ARTICLE 21 - DURATION & EFFECTIVE DATE OF THE AGREEMENT**

### **21.01**

The term of this Agreement shall be from September 1st 2008 to August 31, 2012 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 22 - DISTRIBUTION OF AGREEMENT**

### **22.01**

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 Occasional Teacher Bargaining Unit and shall ensure that copies of the Occasional Teacher Agreement are distributed to all Board schools.

## **ARTICLE 23 - NO STRIKES AND LOCK-OUTS**

### **23.01**

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 24 – PERSONNEL FILES**

### **24.01**

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. 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.



**APPENDIX A: Current Salary Grid of the Renfrew Teacher Bargaining Unit of OECTA**

(a) For September 1<sup>st</sup> 2008

Please see OECTA collective agreements that are available in all schools and/or Board office for this information

b) For September 1<sup>st</sup> 2009

Please see OECTA collective agreements that are available in all schools and/or Board office for this information

c) For September 1<sup>st</sup> 2010

Please see OECTA collective agreements that are available in all schools and/or Board office for this information

d) For September 1<sup>st</sup> 2011

Please see OECTA collective agreements that are available in all schools and/or Board office for this information

## **LETTER OF UNDERSTANDING #1: 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. Unless authorized by 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 Occasional Teachers' Bargaining Unit of OECTA or his or her designate shall be granted the number of leave days per school year as designated by the General Secretary of OECTA 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 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.
3. 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.
4. OECTA shall reimburse the Board for each day of absence at the Casual Occasional Teacher rate.
5. 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 status.
6. In the event that President of the Occasional Teacher Bargaining Unit is in or is the successful applicant for a Long Term Occasional Teacher assignment, the President shall meet with the Director of Education to discuss possible arrangements.

**LETTER OF UNDERSTANDING #3: Occasional Teacher Evaluation Process**

The Board and the Occasional Teacher Bargaining Unit agree to establish a consultative committee to review and make recommendations on establishing a Occasional Teacher evaluation process. The Board shall appoint two (2) representatives and the Occasional Teacher Bargaining Unit shall appoint two (2) representatives.

**LETTER OF UNDERSTANDING #4: Long Term Occasional Teacher Assignments and Regular Teacher Assignments**

It is understood and agreed that Occasional Teachers on the Renfrew County Catholic District School Board Occasional Teacher List shall be given consideration for Long Term Occasional Teacher positions as well for regular day school teaching positions, provided the Occasional Teacher(s) has/have the required qualifications as per Education Act and the Ontario College of Teachers Act and their respective Regulations for the position(s).





## **AGREEMENT**

**Between**

***The Renfrew County Catholic District  
School Board***  
**(hereinafter called the "Board")**

**and**

***The Renfrew Occasional Teacher Bargaining Unit of OECTA***  
**(hereinafter called the "Occasional Teacher Bargaining Unit")**

**and**

***The Ontario English Catholic  
Teachers' Association***  
**(hereinafter called "OECTA")**

**September 1, 2008 to August 31, 2012**