

COLLECTIVE AGREEMENT

between the



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

(hereinafter called “The Board”)

and the

**Peterborough Victoria Northumberland and Clarington
Occasional Teachers’ Bargaining Unit
of the**

Ontario English Catholic Teachers’ Association

(hereinafter called the “O.T.B.U.”)

EFFECTIVE FROM
SEPTEMBER 1, 2012 TO AUGUST 31, 2014



**Catholic
Teachers**

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PREAMBLE

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

ARTICLE 1 – DEFINITIONS

- 1.01 (a) The term “teacher” in all aspects of the Agreement shall be defined as found in Part X.1 of the Education Act and the Regulations and as amended from time to time.
- (b) The term “Occasional Teacher” in all aspects of the Agreement shall be defined as found under the provisions of the Education Act and the Regulations and as amended from time to time.
- (c) “Casual Occasional Teacher” shall mean any Occasional Teacher employed by the Board for a period of less than twelve (12) consecutive teaching days as a substitute for a teacher or a temporary teacher.
- (d) “Long Term Occasional Teacher” shall mean any Occasional Teacher employed by the Board for a period of twelve (12) or more consecutive teaching days as a substitute for a Teacher of Temporary Teacher or as an Occasional Teacher in an intermittent pre-determined placement.
- (e) “Intermittent Long Term Occasional Teacher” shall mean the Board has elected to have the same Occasional Teacher substitute for the same Teacher or Temporary Teacher for a number of intermittent pre-determined teaching days as per 1.01 (d).
- (f) “Pre-determined” shall mean a Long Term Occasional Teacher position of which the Board has had advanced written notice that the position would require a Long Term Occasional Teacher.
- (g) “Association” shall mean the Ontario English Catholic Teachers’ Association.
- (h) “O.T.B.U.” shall mean the Peterborough Victoria Northumberland and Clarington Occasional Teachers’ Bargaining Unit.
- (i) “Parties” shall mean the Board and the O.T.B.U.
- 1.02 In determining whether to grant a Long Term Occasional assignment, the Board shall not regard Professional Activity Days which are not worked or Board recognized holidays as breaking the consecutiveness of the days involved.
- 1.03 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE 2 – RECOGNITION

- 2.01 The Bargaining Unit recognizes that the Board has the right, duty and responsibility to provide, operate and manage its schools in accordance with the applicable legislation, the Constitution Act, 1867, and the Constitution Act, 1982, and the provisions of the Collective Agreement.
- 2.02 The Board Recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the board.

ARTICLE 3 – SCOPE

- 3.01 No Teacher, as defined in Article 1.01 (a) shall be governed by this Agreement; however, any Teacher as defined in Article 1.01 (a) who is employed by the Board as an Occasional Teacher, shall be governed by the Agreement with respect to such employment as an Occasional Teacher.

ARTICLE 4 – ASSOCIATION SECURITY

- 4.01 All Occasional Teachers employed with the Board shall become members of the Association. The Board shall supply both the O.T.B.U. and the Association with an up-to-date list(s) of the Occasional Teachers, including names, College of Teachers registration numbers, Board email addresses and their home addresses and phone numbers on September 30th, January 1st and April 30th.
- 4.02 The Board shall provide the O.T.B.U. with the list of people employed on Long Term assignments. The list shall include the name of the Occasional Teacher under Long Term assignment, the school of employment and the duration (start and end date) of each Long Term Occasional contract. The list shall be provided to the Unit on September 30th of each year, with updated lists provided on January 1st and April 30th of each year.

ARTICLE 5 – ASSOCIATION DUES

- 5.01 In every pay period, the Board shall deduct from every pay of each Occasional Teacher the appropriate amount of regular union dues as authorized by the Association. For the purpose of this Article, “regular union dues” shall have the same meaning as under Section 47(2) of the Ontario Labour Relations Act. The Association and the O.T.B.U. shall indemnify and save the Board harmless against any claim or liability arising out the application of this Article.
- 5.02 Dues deductions made as in Article 5.01 shall be forwarded to the Provincial Secretary-Treasurer of the Association. Such deductions shall be accompanied by a listing indicating the Occasional Teachers’ name, Social Insurance Number and the amount of dues deducted.

- 5.03 The Board shall deduct from persons employed as an Occasional Teacher who are on a Letter of Permission, or such other Letters/Certifications as authorized by the Ministry of Education or the College of Teachers, the same deduction as per Article 5.01. Such deductions shall be accompanied by a listing indicating the Individual's Name, Social Insurance Number and the amount of dues deducted.

ARTICLE 6 – ASSOCIATION REPRESENTATION

- 6.01 The Association may appoint or otherwise select a Bargaining Committee. Such Committee shall represent the Association in all negotiations with the representatives of the Board in the settlement of a Collective Agreement.
- 6.02 During September to June, the members of the Bargaining Committee shall suffer no loss of pay for any portion of their regularly scheduled work time or oncall availability for work spent with the Board in attending negotiation meetings. The Board shall pay the costs for up to three (3) and the Association shall pay the Board the replacement costs for more than three (3) Occasional Teachers absent under this Article.
- 6.03 Where a prospective Long Term Occasional Teacher is required to attend negotiation meetings during the period required to qualify for a Long Term Occasional position; the day(s) at negotiations shall be considered as teaching day(s) for the purpose of accumulating the days as per Article 1.01(d).
- 6.04 When the President of the Occasional Teacher Bargaining Unit or designate is required by the Board to attend a meeting or function during the School Day, the Board shall pay the President or designate the appropriate rate of pay to a minimum of one-half day.

ARTICLE 7 – LEAVES OF ABSENCE

- 7.01 Leaves with Pay for Long Term Occasional Teachers
The Board shall provide the following Leaves of Absence with pay for Long Term Occasional Teachers:
- (a) For sickness, two (2) days sick leave with pay for every twenty (20) days of teaching.
 - (b) Daily Pay, as per Grid Placement Rate for a Long Term Occasional Teacher who is absent because of Quarantine, Jury Duty or Subpoena as witness in any proceeding to which he/she is not a party or is not one of the persons charged.
 - (c) A Long Term Occasional Teacher shall be granted up to four (4) working days of absence with pay following the death of a father, mother, brother, sister, spouse, son, daughter, father-in-law, mother-in-law or guardian.

- (d) Long Term Occasional Teacher shall be granted a two (2) working day leave of absence with pay following the death of an aunt, uncle, brother-in-law, sister-in-law, grandparent or grandchild, a son-in-law and daughter-in-law.
- (e) An additional day or days may be granted at the discretion of the Director of Education. Such days may be with or without pay.
- (f) In the event that a Long Term Occasional Teacher determines that travel is not safe or possible because of the inclement weather, the Long Term Occasional Teacher shall follow Board Policy 508 Inclement Weather – Employee Attendance.
- (g) For the purpose of this Article only, a Long Term Occasional Teacher may request a paid Personal Leave day.

7.02 Leave for Association Duties

An Occasional Teacher elected to the position of President of the O.T.B.U. or assigned/designated by the O.T.B.U. to perform Association duties shall: if the duties of the office are such that the teacher(s) is required to be unavailable for assignment be retained on the Board’s Occasional Teacher List in an inactive status during the period of such unavailability. Where such Occasional Teacher is attending the Association business on a day to day basis, such absence shall not be considered as a “refusal” for purposes of Article 26.03.

7.03 Leave of Absence without Pay

An Occasional Teacher requesting a leave because of illness, pregnancy, parental leave, paternity, adoption of a child, long term occasional employment opportunity with another school board, or other personal reasons as approved by the Director or his/her designate, shall be retained on the Board’s Occasional Teacher List in an inactive status during the period of such unavailability for a period of up to two years.

7.04 Leave of Absence Notification

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

ARTICLE 8 – COMMUNICATION

8.01 The Board shall provide bulletin boards in each Board facility accessible to the Occasional Teachers and upon which the O.T.B.U. and the Association shall have the right to post notices.

8.02 All correspondence between the Board and the O.T.B.U. arising out of this Agreement or incidental, thereto; shall pass to and from the Manager of Human Resource Services and the President of the O.T.B.U.

ARTICLE 9 – NO DISCRIMINATION

- 9.01 Nothing in this Article derogates in any way the rights of the Board as defined in the Canadian Constitution.
- 9.02 Nothing in the Article derogates in anyway the rights of the individual as defined in the Human Rights Code, 1981 Ontario.

ARTICLE 10 – PROCEDURAL HANDBOOK

- 10.01 The Board, in consultation with the O.T.B.U., shall be responsible for updating the procedural handbook for Occasional Teachers.

ARTICLE 11 – GRIEVANCE PROCEDURES

- 11.01 (a) It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the Parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitral.
- (b) For purposes of Article 11, “days” shall exclude Saturdays, Sundays and Statutory Holidays.

Problem Solving

- 11.02 (a) An Occasional Teacher who believes he has a complaint or a difference, shall first discuss the complaint or difference with the Principal or designate of the school at which the complaint or difference occurred, within fifteen (15) days of first becoming aware of the complaint or difference.
- (b) A group or policy grievance shall begin at Step One of this procedure.

Step One

- 11.03 If the complaint or difference is not satisfactorily settled by the Principal or designate of the school at which the complaint or difference occurred within five (5) days of the discussion, the complainant may submit the grievance to the Manager of Human Resource Services.
- 11.04 The Manager of Human Resource Services will meet with the complainant accompanied by a representative from the O.T.B.U. within five (5) days and will give a decision in writing within five (5) days of the meeting.

Step Two

- 11.05 If the grievance is not settled to the satisfaction of the complainant and the O.T.B.U., the complainant or the O.T.B.U. may submit the grievance to the Director of Education within five (5) days of receipt of the decision from the Manager of Human Resource Services.

11.06 The Director of Education will meet with the complainant and a representative of the O.T.B.U. within five (5) days and will give a written decision within five (5) days of the meeting.

Arbitration

11.07 If the grievance is not settled to the satisfaction of the Occasional Teacher and the O.T.B.U., the Occasional Teacher or the O.T.B.U. may, on giving five (5) days notice in writing to the Board of an intention to refer the dispute to Arbitration.

11.08 (a) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Association and a third person to act as Chairperson chosen by the other two Appointees. If the Appointees cannot agree on a Chairperson within five (5) working days, the Parties shall request the Ontario Labour Relations Board to appoint a Chairperson.

(b) The Association and the Board, by mutual agreement, may refer the grievance to a single arbitrator. The selection of the single arbitrator shall be by mutual agreement. If agreement cannot be reached on the choice of a single arbitrator, the appointment shall be made by the Ontario Labour Relations Board.

11.09 Within three (3) working days of the request by either party for a Board of Arbitration, each party shall notify the other in writing of the name of its Appointee.

11.10 The decision of a Board of Arbitration, or a majority thereof, or a single arbitrator, as the case may be, constituted in the above manner shall be binding on both Parties.

11.11 The Board of Arbitration or a single arbitrator, as the case may be, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

11.12 Each of the Parties to this Agreement shall bear the expenses of its Appointee, in the case of a Board of Arbitration. The Parties shall share equally the expenses of any Chairperson. In the case of a single arbitrator, the Parties shall share the costs equally.

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

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

(c) A Board of Arbitration or a single arbitrator, as the case may be, shall have the right to waive any breach of time limit on terms it considers just.

11.14 Nothing in this Article shall prohibit the Parties from using the expedited arbitration procedures under the Ontario Labour Relations Act.

ARTICLE 12 – OCCASIONAL TEACHER’S PERSONNEL FILE

- 12.01 An Occasional Teacher shall have access during normal business hours to his/her personnel file upon written request to the Superintendent of Human Resources Services and in the presence of a Supervisory Officer or person designated by the (Director of Education), Superintendent of Human Resource Services. The written request shall be received by Human Resource Services at least three (3) working days prior to the proposed personnel file review. The Occasional Teacher may copy any material contained in this file. The Board reserves the right to apply reasonable charges for copying from personnel files.
- 12.02 An Occasional Teacher shall have the right to object in writing to the accuracy or completeness of any document in the file and such objections shall be filed with the disputed document.
- 12.03 Where an Occasional Teacher gives written authorization to another person acting on behalf of the Occasional Teacher to access the Occasional Teachers’ personnel file, the Board shall provide such access and furnish copies of said file if requested and so authorized.
- 12.04 The Occasional Teacher shall receive a copy of any item of a disciplinary nature placed in his/her personnel file within five (5) business days.

ARTICLE 13 – OCCASIONAL TEACHER LIST

- 13.01 The Board shall establish an Occasional Teacher List. This list shall mean the total of any sub-lists kept by the Board’s Human Resources Department or designate.
- (a) Once placed on the List, each Occasional Teacher shall forward to the Board’s Human Resource Department; before August 1 or later date required by the Board.
- (i) A copy of his/her current Certificates of Qualifications and;
- (ii) Written notification of his/her intention to remain on the Occasional Teacher List for the following September. Such notification shall stipulate any changes to the Occasional Teacher’s selections identified in Article 13.04.
- Failure to provide the documentation outlined in (a) above before August 1 or later date required by the Board, may result in the removal from the Occasional Teacher List.
- 13.02 To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must be qualified in accordance with the Education Act, the Ontario College of Teachers Act 1996 and their Regulations as may be amended from time to time. The Board reserves the right to place an unqualified person in a teaching

assignment when it is unable to obtain a qualified teacher for the assignment as per Regulation 298, Section 21.

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

13.04 In order for an Occasional Teacher to be accepted for placement on the Occasional Teachers' List, the Occasional Teacher shall:

- (a) Select a geographic area or geographic areas,
- (b) Elect to be placed on a "Specialty List" (French as a Second Language, English as a Second Language, Special Education), provided he/she holds the appropriate qualifications as per the Education Act,
- (c) Select one or more of the following divisions: Primary, Junior, Intermediate (Elementary), Intermediate (Secondary) and Senior,
- (d) Specify days and times of availability.

ARTICLE 14 – PLACEMENT IN LONG TERM OCCASIONAL POSITIONS

14.01 When the Board decides to replace an absent teacher with a Long Term Occasional Teacher, the Board shall whenever possible, select that teacher from the Occasional Teacher List.

14.02 Absences to be covered by a Long Term Occasional Teacher, when the Board has a minimum of one (1) month's written notice, shall be posted on the Board's Web Page (Internal Applications) for a minimum of five (5) calendar days.

It is understood that the Board will make every reasonable attempt to post Long – Term Occasional positions in situations where the minimum one (1) month written notice has not been given.

14.03 An Occasional Teacher, who is assigned to a Long Term Occasional position of a minimum of three (3) months duration, may request an Evaluation, in writing, by the Principal of the school. Evaluation requests shall be made prior to the final ten (10) working days of the assignment. A copy of the Long Term Occasional Teacher Evaluation shall be given to the Occasional Teacher and forwarded to the Occasional Teacher's personnel file.

ARTICLE 15 – COMPENSATION

15.01 Occasional Teachers shall be paid on the 15th and the last day of each month.

15.02 (a) The Association agrees that Pay Equity was achieved on January 1, 1994

(b) The per diem rate of pay for Casual Occasional Teachers shall be \$223.76

It is understood that payment of the Per Diem Rate includes: Payment for Statutory Vacation Pay and any Statutory Holiday Pay, if applicable.

- (c) The rate of pay for Long Term Occasional Teachers shall be as per the Grid Rate of the current Collective Agreement between the Board and the Ontario English Catholic Teachers' Association, Peterborough Victoria Northumberland and Clarington Unit and shall be paid retroactive to the first day the Long Term Occasional Teacher began the assignment. It is understood that payment on the Salary Grid includes payment for Vacation Pay and any paid Holiday, if applicable.
- (d) Long Term Occasional Teachers shall have until July 31 of the school year/or to the end of the Long Term Assignment to provide a Programme 5 Q.E.C.O. Rating. Any salary adjustment arising from the acquisition or upgrading of a Q.E.C.O. Rating will be retro-active to the first day the Long Term Occasional Teacher began the assignment, providing that the academic requirements for the Q.E.C.O. 5 Evaluation have been achieved prior to the commencement of the long term placement.
- (e) The Board shall pay the Long Term Occasional Teacher five dollars and eighty-two cents (\$5.82) per teaching day in lieu of Insured Benefits beginning the first day of the fourth calendar month following the start day of an assignment. Such payment will cease at the conclusion of the assignment or June 30 whichever comes first.

15.03 (a) When a Long-Term Occasional teaching assignment is completed prior to the required date for progress report or report card submission, the Occasional Teacher who completed the LTO assignment may be assigned to assist with the completion of these report cards, subject to the Occasional Teacher's availability.

- (b) In such a circumstance, the Occasional Teacher shall be paid at the rate the Occasional Teacher received during the LTO assignment. Such an assignment shall not exceed three (3) days.

ARTICLE 16 – ALLOWANCE FOR EXPERIENCE

16.01 (a) Occasional teaching experience with this Board shall be recognized as teaching experience. The accumulation of one hundred and ninety-four (194) occasional teacher work days or ten complete months, shall constitute one year of experience. Any un-credited work days shall accumulate from year to year and applied as set out above.

- (b) Occasional Teachers employed by the Board as Occasional Teachers shall be credited to the maximum as follows:
 - full or part time teaching experience gained as a certified teacher, or teaching experience gained while holding a Letter of Permission
 - the days/months while on a Long Term Occasional assignment
 - the days while on casual or daily Occasional Teacher assignments, as set out in Article 16.01(a).

ARTICLE 17 – REPORTING PAY

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

An Occasional Teacher who reports for a full day placement as a result of a dispatching error on the part of the board shall be paid a full day's pay for reporting as required.

(b) A half-day is to be defined as follows:

Elementary: The "instructional time" preceding lunch plus the 15 minutes prior to the start of the morning instructional time, or the "instructional time" following lunch, plus the 5 minutes prior to the start of the afternoon instructional time.

Secondary: Two consecutive semester periods. Should the lunch period occur between the two consecutive periods, the Occasional Teacher shall be paid a full day's pay, subject to the Occasional Teacher's availability to be assigned duties in a third period.

ARTICLE 18 – PROFESSIONAL ACTIVITY DAYS

18.01 The Board shall pay Long Term Occasional Teachers for each Professional Activity Day subject to attendance.

ARTICLE 19 – TRAVEL ALLOWANCE

19.01 The existing Board travel allowance shall only be paid to an Occasional Teacher replacing an Itinerant Teacher.

ARTICLE 20 – DURATION OF AGREEMENT

20.01 This Agreement will be for a term commencing on September 1, 2012 and ending on August 31, 2014, and shall continue from year to year thereafter unless either party gives notice in writing to the other not more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

ARTICLE 21 – DISTRIBUTION OF AGREEMENT

21.01 The Board shall email a copy of this Collective Agreement to each member of the O.T.B.U. and make a hard copy available at the Schools and Board Office for Occasional Teachers. Additionally, the Board shall provide twenty (20) hard copies to the President of the O.T.B.U.

ARTICLE 22 – ASSOCIATION REPRESENTATION AT DISCIPLINARY MEETINGS

22.01 The Board recognizes the right of an Occasional Teacher to have Association Representation present during any meeting between the Board and an Occasional Teacher that is disciplinary in nature.

ARTICLE 23 - WORKING CONDITIONS

23.01 An Occasional Teacher shall be assigned only the regularly assigned classroom and supervision duties (including secondary on-calls) of the Teacher being replaced save for 23.02 below.

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

(b) When an Occasional Teacher is assigned two (2) half day assignments on the same day at different schools, no supervision duties shall be assigned between the two assignments.

23.03 Occasional Teachers shall receive a forty (40) minute, consecutive and uninterrupted lunch break during a full day assignment at the same school.

23.04 Upon arrival at a school for an assignment, an Occasional Teacher shall be provided a package with the relevant information pertaining to the class and the school necessary for the performance of his/her assignment.

ARTICLE 24 – JUST CAUSE

24.01 No teacher shall be disciplined except for just and sufficient cause.

ARTICLE 25 – HEALTH AND SAFETY

25.01 The Board is committed to ensure the safety of Occasional Teachers

25.02 The Board and O.E.C.T.A. recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

ARTICLE 26 – AUTOMATED CALL-OUT SYSTEM AND CALL-OUT PROCEDURES

26.01 The time of placements shall be as in the Board procedures and where feasible shall be made between the hours of 6:00 p.m. and 9:30 p.m. and between 6:30 a.m. and 8:00 a.m.

- 26.02 (a) Work shall be distributed on the basis of rotational order on the list, but excluding long term assignments
- (b) All calls shall come through the Automated Call-Out System. The Parties recognize that for emergency situations, the Automated Call-Out System Operator or other administrator may administratively assign Occasional Teachers. Occasional Teachers who are placed through an administrative assignment shall not be skipped in the regular rotation. Such occurrences shall be included in the Board's records of Occasional Teacher assignments.

Assignments in French as a Second Language, English as a Second Language, Special Education, and secondary senior subject areas shall first be offered to Occasional Teachers in rotation who hold qualifications as per the Education Act and have expressed interest as per the Declaration Form. If the Board is unable to fill the above noted assignments in the manner identified, such assignments shall be filled through the normal rotation.

- (c) "Special Requests" may be assigned outside the rotational order, but Occasional Teachers assigned to such shall be skipped in the next rotation. Special Requests may be assignments in CASA classes, BEST classes and Learning Centres or in other exceptional circumstances. By October 15th of each year, the President of the Bargaining Unit Shall receive a list of the Occasional Teachers who are on the "Special Request" list. Should an update of the list occur, a copy of the updated list shall be forwarded to the President of the Bargaining Unit within five (5) days.

26.03 Occasional Teachers shall make themselves available for assignment or otherwise provide reasonable grounds for refusing such assignment. An Occasional Teacher who refuses more than two (2) assignments, without reasonable grounds, within a period of twenty (20) working days or who cannot be contacted for an assignment with a period of sixty (60) working days may be removed from such Occasional Teacher List at the discretion of the Board.

Reasonable grounds for refusing an assignment shall include:

- (a) Illness;
- (b) Medical/Legal Appointment;
- (c) Alternate Assignment with another Board;
- (d) Out of Profile;
- (e) Inclement Weather;
- (f) Bereavement;
- (g) Travel Time (for morning use only or travel to Kirkfield);
- (h) Assignment within the Board;
- (i) Personal Safety Relating to Secondary Physical Education Class (j) Family Emergency.

26.04 The Board agrees to provide the Association with copies, on a monthly basis, of the available automated call out system records, and any Occasional Teacher assigned as per 26.02(b), as per past practice; which shall include the names and dates of all Occasional Teachers who are employed to replace Teachers, as well as the same information for

persons used as per Regulation 298, Section 21 or persons used while on a Letter of Permission.

26.05 The following information shall be included in the call-out assignment:

- (a) The name of the teacher being replaced;
- (b) The name of the school;
- (c) The division(s) of the assignment for elementary and for secondary assignments, the subject area;
- (d) Start and end times reflecting the official bell times;

26.06 Should the Board create an assignment that replaces teachers who are not absent but are involved in other professional activities (e.g. Coverage of IPRC meetings, grade placement meetings, divisional/team meetings), the call-out system shall inform Occasional Teachers of the nature of the assignment, including the grade(s) where possible.

ARTICLE 27 – BENEFITS

27.01 The Board shall assume the registration and annual administrative fees for all Occasional Teachers to access Apply to Education, if said access is required by the Board.

ARTICLE 28 – CRIMINAL BACKGROUND CHECKS (CBC)/ OFFENCE

DECLARATIONS

28.01 The CBC shall exhibit convictions only under the Criminal Code of Canada for which a pardon has not been granted. CBC's collected on or before July 31, 2003 and the yearly Offence Declaration shall be placed in a confidential file and shall be available to the Director, one designate of the Director and the individual teacher who is the subject of the CBC. The Board will comply with the requirements set out in the Ontario Municipal Freedom of Information and Protection of Privacy Act.

28.02 Should the Board collect and store information pertaining to the Criminal Background Check and Offence Declaration Forms electronically, it shall ensure the following:

- (a) That all documentation remains confidential;
- (b) That security includes a unique login and password for each Teacher;
- (c) That the information requested electronically is the same information as is collected manually;
- (d) That Teachers are able to print a confirmation that the form has been completed at the time it was submitted electronically.

ARTICLE 29 – CONTINUING EDUCATION

29.01 Definitions:

- (a) “Continuing Education Teacher” as referred to in the Agreement shall mean a teacher employed to teach a Continuing Education Course, Program or Class as per posted times and dates.
- (b) “Continuing Education Course” shall mean a credit course or program or a class developed from Ministry of Education guidelines or approved by the Ministry of Education.

29.02 All such Occasional Continuing Education teacher positions that arise from the implementation of this article shall be posted and filled prior to any external advertising.

29.03 The hourly rate of pay for Occasional Continuing Education Teachers teaching a credit course, or an elementary program or class shall be the rate per hour as determined by the current Collective Agreement of the P.V.N.C. O.E.C.T.A. Unit, as may be amended from time to time, including vacation and statutory holiday pay and is based only on scheduled classroom teaching hours.

29.04 Association fees in the amount authorized by the Association shall be deducted from each Occasional Continuing Education Teacher and the Board shall remit the amount to O.E.C.T.A. Provincial Secretary-Treasurer as per Article 5.02.

29.05 It is understood that Occasional Continuing Education Teachers will come from the membership of the P.V.N.C.-O.E.C.T.A. Unit first and then from the O.T.B.U.

29.06 All contractual language affecting Continuing Education Teachers is found within this article with the exception of the following:

- (a) Article 2 – Recognition
- (b) Article 20 – Duration
- (c) Article 11 – Grievance Procedure

29.07 It is agreed that the employment of an Occasional Continuing Education Teacher is conclusively deemed to be terminated upon the completion of the course, program or class which the Teacher was employed to teach or the date of cancellation of the course, program or class which the Teacher was employed to teach.

ARTICLE 30 – LABOUR MANAGEMENT LIAISON COMMITTEE

30.01 The Board and the O.T.B.U. agree to meet once in each term of each school year or when the need arises, to discuss any concerns related to this Collective Agreement.

LETTER OF INTENT – EVALUATION PROCEDURE

The Board and Local Unit agree to establish a Committee to review and make recommendations regarding the Occasional Teachers Evaluation procedure. The Committee shall consist of up to two members from Administration and up to two Occasional Teacher Representative appointed by the Executive of the Local.

LETTER OF UNDERSTANDING – THE OCCASIONAL TEACHER LIST

The Board and the O.T.B.U. agree to strike a committee of equal representation to discuss issues pertaining to possible changes to the Occasional Teachers List. Topics to be addressed include capping the list and creating an 'A' and 'B' list based on availability. The committee shall gather data pertaining to current list size for the past few years with the intention of making recommendations to the Parties for their consideration in the next round of negotiations. The committee shall meet prior to February 28, 2013, and additional meetings shall be mutually determined.

APPENDIX A: MEMORANDUM OF SETTLEMENT