



SOURCE	B. d.
EFF.	94 09 01
TERM.	96 08 31
No. OF EMPLOYEES	160
NOMBRE D'EMPLOYÉS	JF

AGREEMENT

THIS AGREEMENT made as of the 1st day of September, 1994

BETWEEN:

THE ESSEX COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

and

ESSEX OECTA OCCASIONAL LOCAL

(hereinafter called the "Association")

OF THE SECOND PART

September 1, 1994 - August 31, 1996

OCT 11 1995

1018 801

I N D E X

		Page No.	
ARTICLE	1	Definitions	1 - 2
	2	Recognition	3
	3	Scope	4
	4	Association Security	5 - 7
	5	Management Rights	8
	6	Grievance Procedure	9 - 10
	7	Arbitration	11 - 12
	8	Expedited Arbitration	13
	9	Leaves of Absence	14 - 15
	10	Benefits	16 - 18
	11	Access to Records	19
	12	Occasional Teachers' List	20 - 23
	13	Central Dispatch	24 - 26
	14	Renewal Form	27
	15	Seniority	28
	16	Long Term Occasional	29 - 30
	17	Postings for Long Term Assignments	31 - 33
	18	New and/or Vacant Teaching Positions	34
	19	Remuneration	35 - 36
	20	Experience	37
	21	Reporting Days	38
	22	Travel Allowance	39
	23	Professional Development Days/Board Sponsored	40

24	Working Conditions	41
25	Duration of Agreement	42
26	Distribution of Agreement	43
27	No Cessation of Work	44
28	Signatures	45
	Letters of Understanding	46 - 48
	(i) Rotation System	
	(ii) Instructional Materials	
	(iii) Predetermined Assignments	
SCHEDULE A	Long Term Occasional Contract (English)	49 - 50
SCHEDULE B	Long Term Occasional Contract (French)	51 - 52
SCHEDULE C - 1	List of Geographic Areas (English & French)	53 - 54
SCHEDULE C - 2		
Occasional Teacher Renewal Form (English & French)		55 - 56 57 - 58

ARTICLE 1
Definitions

- 1.01 (a) "Teacher" shall mean a "teacher" **as** defined in the School Boards and Teachers' Collective Negotiations Act, R.S.O. 1980, c.464 as amended.
- (b) "Occasional Teacher" shall **mean an** "occasional teacher" **as** defined in the Education Act, R.S.O. 1980, c.129 **as** amended, i.e., a person who holds **a valid** certificate of qualification or a letter of standing **as a** teacher in **an** elementary or a secondary school in **Ontario** and who is employed to teach **as** a substitute for a permanent, probationary **or** temporary teacher who has died during the school **year** or who is absent from regular duties for **a temporary period that is less** than a school **year** and that does not extend beyond **the** end of a school year.
- (c) "Casual Occasional Teacher" shall **mean any** Occasional Teacher employed by the Board to teach on **a** day-to-day basis.
- (d) "Long-Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a **period** of fifteen (15) or more **consecutive** teaching days **as** a replacement for one teacher employed under a permanent or probationary contract, (or **as** defined in Section 1.07 (b) of **the** current agreement).
- 1.02 (a) The Long-Term Occasional Contract shall be in the form of Schedule "A" attached hereto, which, with the terms **set** out therein forms part of this Agreement.
- (b) All Professional Development or Activity Days which occur during the fifteen **(15)** consecutive teaching day **period** which determines entitlement to a Long-Term Occasional Contract shall be attended by **the** Occasional Teacher with pay.
- (c) **As well as** the above, any Board recognized holiday(s) which occur and/or any day(s) on which the school is closed or early School closing occurs due **to** emergency or inclement weather, these days shall be included in the fifteen **(15)** day consecutive count for entitlement to **a** Long-Term Contract and the Occasional Teacher shall be paid for the **day(s)**.
- 1.03 Whenever the singular or feminine gender is **used** in **this** agreement it shall be **considered as** if the plural or masculine **has** been **used** where the context of the agreement **so** requires, and the converse shall apply equally.

1.04 Occasional Teacher List **means** a list of all Occasional Teachers, who have **been accepted** by the Board **to** teach

(1) **as Casual** Occasional Teachers

(2) **as Long Term Occasional** Teachers **as** herein defined.

1.05 Union or Association **means** the OECTA Occasional Teachers' Association.

1.06 The Board shall **mean** the ~~Essex~~ County Roman Catholic Separate School Board.

1.07 (a) "Predetermined" or "~~pre-scheduled~~" shall **mean** a long term position of which the Board has had advance **written notice** or sufficient knowledge that the position would be long term.

(b) Intermittent ~~pre-determined~~ or intermittent ~~pre-scheduled~~ shall mean a long-term position of which the Board has had advance written notice or sufficient **knowledge** that a regular teacher **will be** absent from her classroom duties for reasons such **as** scheduled workshops, professional duties, illness, etc. for **an** accumulative but not consecutive number of days which will exceed sixteen (16) days in one academic year and the Board has elected to have the teacher absent for such reasons/~~purposes~~ replaced by the same Occasional teacher.

(c) "Non-scheduled" shall **mean** a long-term position where a regular teacher continues to be absent from her classroom' duties beyond fifteen **(15)** consecutive days due to sudden illness, accident or personal reasons.

1.08 For purposes of Article 6 and 7, a "working day" shall be defined as a day **other than** Saturday, Sunday or a school holiday.

ARTICLE 2
Recognition

- 2.01** The Board recognizes the Association as **the** exclusive bargaining agent for all Occasional Teachers employed **by** the **Board**.
- 2.02** The Board agrees **to recognize** the appointment of up **to** four **(4)** O.E.C.T.A. **Occasional** Local members **as** union stewards **and** one (1) Chief Steward.
- 2.03** 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 for a renewal of **this** Agreement.
- 2.04** If negotiating meetings **take** place during school hours, up to four **(4)** Members of **the** bargaining committee who attend negotiation **meetings** with the Board at times **when** they would otherwise be performing occasional teaching duties for **the Board**, or would otherwise be available **to** be called in for occasional teaching duties, shall be entitled to receive from the Board the appropriate daily rate **as** is being paid to them at that time for each day spent attending such meetings up to a maximum of **3** (three) days. **The** Association shall notify **the Board** in **writing** of **the** names of its officers **and** members of **the** bargaining committee and of any changes **as** they occur during the period of negotiations.
- 2.05** If the President or designate of the Association is requested **by** the Board to attend a meeting(s) during the school day, the **Board** shall pay the President/ designate the appropriate daily rate of pay **as** in being paid to her **at** that time to **a** minimum of one-half day.

ARTICLE 3
scope

3.01 No "Teacher", as defined in paragraph 1.01 (a) above, nor any person in any **Heritage Language Program or Continuing Education Program** operated by the Board shall be covered by this agreement. However, any teacher who is covered by such Act who is **legally employed** as an Occasional Teacher, shall be covered by this agreement in respect of such Occasional Teacher employment.

ARTICLE 4
Association Security

- 4.01** For **the** purposes of membership in the **Union** all Occasional Teachers from **the** first working day for **the** Board shall **become** members of the Association.
- 4.02** By August 31st of each year, the **Board** shall forward to **the** Association **the** names, telephone numbers and addresses of Occasional Teachers hired between July 1st and August 31st including any amendments to **the** March 31st Occasional Teachers List.
- 4.03** (a) **An** up-to-date Occasional Teachers List shall be sent to the Association by October 31st of each year. An amended list shall be provided to the Association every two **months** thereafter.
- (b) Any changes in information provided to the Board by Occasional Teachers shall be **forwarded** to **the** Association within five **(5)** working days.
- 4.04** In addition **to** the Occasional Teachers' List, the **Board** shall provide the Association with the names of unqualified people who are employed to replace regular teachers on a per diem basis **when no** Occasional Teacher **is** available for placement.
- 4.05** **In every** pay period in which **an** Occasional Teacher receives a pay cheque, the Board shall deduct from such pay **the** appropriate amount of dues **as** authorized by **the** Constitution of the Association and directed by its Executive.
- 4.06** Dues deductions made **as** in Article 4:07 shall be **forwarded** to the Provincial Secretary-Treasurer of the Association. Such deductions shall be accompanied by a list indicating the Occasional Teachers' name, Social Insurance Number, **the** amount of dues deducted and the number of days paid.
- 4.07** The Association shall indemnify and save the Board harmless from **any** claims, suits, judgements, attachments, and from any form of liability as **a** result of such deductions authorized by the Association.
- 4.08** Any Occasional Teacher who because of her religious convictions or belief, objects to joining the Association or **to the** paying of dues or other assessments **to** the Association may have **an** amount equal to such payments directed to a recognized charity of his or her choice in lieu of remitting such payments to the Association, but such election must be in writing **to** the Board.

- 4.09** All new occasional teachers being hired by the **board** shall be given an information package to include:
- (i) all telephone numbers **and** information relating to Central Dispatch
 - (ii) a map of **Essex** County showing the geographic location of each of the **Board's** schools ...
 - (iii) a list of all schools by designated **areas** with names of principals, addresses and telephone numbers of each school
 - (iv) a copy of the current contract
 - (v) **an** application card for membership in the **Essex** Local of OECTA Occasionals
 - (vi) names and telephone numbers of the **Local** Executive
- 4.10** The **Board** shall provide the Association **with** a list of all people employed on Long Term contracts by September 30th of each school year. The list shall include the name of the Occasional Teacher or unqualified person under Long Term contract, the name of the teacher being replaced, the school of employment and the duration of each contract. The list will be updated and forwarded to the Association **as** new contracts are assigned.
- 4.11** The **Board** shall upon granting a Leave of Absence (Article 9.05) to **an** Occasional Teacher provide to the Association a copy of the correspondence to the Occasional Teacher confirming the leave.
- 4.12** The **Board** **agrees** to make available in each school a separate and clearly marked mailbox for Association correspondence.
- 4.13** The Board shall provide clearly defined bulletin board **space** in each school accessible to the Occasional Teachers and upon which all job **postings** applicable to Occasional Teachers shall be placed by the designated school personnel responsible and upon which the Association shall have rights to post **notices** and/or other information pertaining to the Association.
- 4.14** In the event that there is a matter or issue of concern which the Association wishes to discuss during the term of **the** Agreement, the Association shall request, in writing, a meeting. The request shall **set** out the topic to be discussed, and the Administrator of Human Resources shall call **a** meeting at a mutually convenient time but no later than **14 (fourteen)** working days after said request.

4.15 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Administrator of Human Resources or designate and the President of the Association or designate.

ARTICLE 5 Management Rights

- 5.01** The Association recognizes that it is the right of the **Board** to exercise the regular **and** customary functions of management and to direct the working forces, subject to the terms of this Agreement.
- 5.02** The Association acknowledges that it is **the** exclusive function of the **Board** to:
- (a) maintain order, discipline **and** efficiency;
 - (b) hire, direct, classify, discharge, **suspend** or otherwise discipline Occasional Teachers subject **to** the provisions of this Agreement.
 - (c) establish from time **to** time **and** enforce reasonable written rules and regulations, not inconsistent with the provisions of this **Agreement** governing the conduct of the Occasional Teachers.
 - (d) determine, **alter** and eliminate services, programs and courses offered;
 - (e) determine the number of Occasional Teachers **to** be employed, subject **to** Article **12**, the number of students to be allocated **to** a program, class size, **and** subject **to** be taught;
 - (f) designate or establish departments, or **areas** of study.
- 5.03** The **Board** reserves to itself, fully and exclusively, all management rights **and** prerogatives **conferred** on it **by** statute **and** regulation otherwise save **and** except to the extent expressly **and** specifically modified, curtailed, or limited by **any** provision of this **collective** agreement.
- 5.04**
- (a) No Occasional Teacher shall be disciplined or discharged without just cause.
 - (b) All Occasional Teachers shall complete a probationary **period** of **25** teaching **days** worked from the initial date of work for the Board.
 - (c) Occasional Teachers **who** worked for the **Board** prior to June 30, 1988 shall have all occasional teaching experience since January **1, 1985** credited against the probationary period referred **to** in Article 5.04.
- 5.05** The Board reserves the right to assign a suitably qualified person **to** take charge of **an** instructional unit in event that an Occasional Teacher on **the** Occasional Teacher List **is** not available for the assignment at its commencement.

ARTICLE 6 Grievance Procedure

6.01 Time limits specified in the Grievance Procedure are mandatory **and** not simply directory, and may only be amended by written, mutual agreement of **both** parties,

6.02 The Association or ~~the~~ Board may present policy grievances between them commencing at Step Two of ~~the~~ Grievance procedure. Such ~~grievances~~ shall not be ~~filed~~ where the grievance could have **been filed** by ~~an~~ individual.

6.03 Individual Group Grievance

(a) ~~The~~ grievor/grievors may be accompanied or represented by the Association **at any** or all steps of the Grievance/Arbitration Procedure.

(b) The right of the individual Occasional Teacher or groups of Occasional Teachers to adjust their grievances personally with the Board through the regular supervisory channels and without the assistance of the Association is not restricted by this Agreement.

Any such personal adjustment **shall** be **without** prejudice to a similar grievance by another Occasional Teacher or group of Occasional Teachers.

6.04 Subject to the foregoing and any other provision in this Agreement denying an Occasional Teacher a right to **grievance** or arbitration, should any difference, (hereinafter called a "grievance") **arise** between the **Board and any** Occasional Teacher eligible to grieve **as to** the interpretation, application, administration or alleged violation of **this** Agreement, **an earnest** effort to settle such grievance without undue delay shall **be** made in the following manner:

Step 1 - An aggrieved **Occasional** Teacher shall first submit the problem for a verbal discussion with the Administrator of **Human** Resources. No grievance shall be considered where the events giving rise to it **occurred** or originated (and the Occasional Teacher became **or** ought to have **become** aware of such occurrence or origination) more than ten (10) school **days** before lodging of the verbal **grievance**.

step 2 - If within two (2) working days **from** the time verbal representations were made **to** the Administrator of **Human** Resources concerned a decision satisfactory to the Occasional Teacher is not given, or, no decision is given, **then** the

grievance may be ~~reduced~~ to writing and within five **(5)** working days presented to the appropriate Administrator of **Human Resources**. The written **grievance shall contain a** concise statement of the facts ~~complained~~ of and the redress sought **and** shall be signed **by** the Occasional Teacher. The Administrator of Human Resources or designate shall reply in **writing** within five **(5)** working days. **Failing** satisfaction or reply, then **within** five **(5)** working days of the date the reply is due above, but not thereafter, the **grievance** may be processed to Step 3.

Step 3 - The aggrieved Occasional Teacher may present the written grievance to the Director of Education. The **grievor** shall attend **at a** meeting with the Director **and** the appropriate Administrator of Human Resources or their designates held for the purpose **of** considering the grievance within ten (10) working days of the receipt by the Director of the grievance. The decision of the Director shall be given within five **(5)** working days of the meeting.

6.05 Referral to Arbitration - If final settlement of the grievance is not reached at Step 3 **above**, it may then be referred to a Board of Arbitration **by** either party as provided in Article 7 at any time within ten (10) working days **after** the decision is given in Step 3, but **not thereafter**, **and** if no such written request is received within the time limit, **then** it shall be deemed to **be** abandoned.

6.06 Association Policy Grievance - An Association policy grievance, which is defined **as an** alleged violation of this Agreement which affects more **than** one Occasional Teacher may be lodged **by** the President of the **Association** in **writing** with the Administrator of Human Resources at Step 2 of the grievance procedure at any **time** within ten (10) full working days after the circumstances giving rise **to** such grievance occurred or originated, and if it is not **satisfactorily** settled, it may be processed to Step 3 and to Expedited Arbitration.

6.07 Board Grievance - A policy grievance of the Board shall be in writing and may be initiated by the Administrator of Human Resources **by** delivering the **grievance** to the Association. If any such grievance is not **settled** within ten (10) working days of the date of such delivery, the Board may refer the **grievance** to Expedited Arbitration.

6.08 Any notice required under this Article shall be in writing by certified or registered mail or personal delivery to the **parties** at their respective mailing addresses.

ARTICLE 7

Arbitration

- 7.01** Arbitrability of Grievances - Both parties to this Agreement agree that any grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6, and which has not been settled, may be referred to a Board of Arbitration.
- 7.02** (a) Composition of Arbitration Board - The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Association and a third person chosen by the other two nominees to the Arbitration Board.
- (b) No member of the Board of Arbitration may have had prior involvement in the attempt to negotiate or settle the Grievance.
- 7.03** Single Arbitrator May be Proposed - Notwithstanding the conditions set out in Article 7.02 a Single Arbitrator may be proposed by either Party, and if such agreement is reached, and the parties agree to proceed with a single arbitrator then the conditions of Article 7.02 (a) shall be disregarded.
- 7.04** Naming of Nominees - Within ten (10) working days of receipt of notice of Arbitration, (as set out in Article 6.05), which shall contain the name of the Party's proposed nominee to the Arbitration Board, the other Party shall respond in writing with the name of its nominee.
- 7.05** Alternative Method of Selecting Chairperson - Should the two nominees fail to agree upon the third person to be named as the chairperson, then either party, upon ten (10) days notice to the other, may request the Minister of Labour for the Province of Ontario to nominate a Chairperson.
- 7.06** Decision if Final and Binding - The decision of the Board of Arbitration, or a majority thereof, shall be final and binding on both Parties. Failing a majority decision, the decision of the Chairperson shall be final and binding upon both Parties.
- 7.07** Board Confined to the Terms of the Collective Agreement - The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement. In addition, the Board of Arbitration or Sole Arbitrator shall have the right to refer to section 81.2, Requirement re Just Cause under the Ontario Labour Relations Act.

7.08 Payment of Board Members - Each of the parties to this agreement will bear the expense and fees of the arbitrator named by it, and the parties will jointly bear the remuneration and expenses of the chairperson.

...

ARTICLE 8
Expedited Arbitration

8.01 Failing satisfaction or reply to an Association grievance it **may** be submitted to **expedited** arbitration if there *is mutual* agreement in the following manner:

- (a) **The** grievance shall be **filed** in accordance with the time limits for filing grievances with the **Secretary-Treasurer** of **the Board** in writing. **The** notice of grievance shall state that expedited arbitration is requested **and** shall include the names of three (3) persons whom the Association **would** be prepared **to** accept **as a** single arbitrator.

No person named shall **have had** prior involvement in **an** attempt to negotiate or settle the grievance.

- (b) **The Board** shall reply to the grievance within **5** (five) days **and state** in the reply whether **one** of the persons **suggested** by the Association **as** single arbitrator is acceptable. If the **Board does** not accept **one of** the suggestions it shall in its reply **suggest 3** (three) other **names**.

No person named shall have had prior involvement in **an** attempt to negotiate or settle the grievance.

- (c) If the parties have not reached agreement on the **selection** of a single arbitrator **within fourteen (14) days following the** filing of **the** grievance, either party **may** apply **to the** Ministry of **Labour** under **Section 46** of the Labour Relations Act.

- (d) The arbitrator selected by the parties under (a) and (b) will be requested to convene the parties **to a hearing** within 60 days.

ARTICLE 9
Leaves of Absence/With Pay

- 9.01 (a)** A Long-Term Occasional Teacher shall be entitled to two **(2)** days paid sick leave per month accumulative for **the** duration of the Long-Term Occasional Teaching assignment, Paid **sick** leave days will **be** credited at the beginning **of** the assignment,
- (b)** Sick **Leave** credits cannot be carried over from **one** Long-Term occasional teaching assignment **to** another.
- 9.02** A Long-Term Occasional Teacher who is absent for illness or injury will be required to file a medical certificate within five **(5)** working days of her return to work, if requested by **the** Director of Education.
- 9.03** A Long-Term Occasional Teacher shall be **granted up to** three (3) working days leave of absence with pay following date of death of a parent, spouse, child, sister or brother.
- 9.04** A Long-Term Occasional Teacher who is absent from a **Long-Term** occasional teaching assignment by reason of a summons to **serve as a** juror, or a subpoena **as** a witness in any proceedings **to** which she is not a party or **one** of the persons charged, shall be paid the difference between the normal earnings and the payment she receives as a juror or **as** a witness.
- 9.05 (a)** An Occasional Teacher who because of pregnancy or parental leave taken pursuant to the Employment Standards Act is unavailable for assignment, shall be retained on the **Board's** Occasional **Teacher** List in **an** inactive status for **the** period of such leave. Should the Occasional Teacher request additional maternity leave, the Board, if requested in writing by the Occasional Teacher, shall grant additional leave not to exceed one year.
- (b) (i)** A Casual Occasional Teacher who, **because** of illness, or other personal reasons wishes to be placed in **an** inactive **status** on the **Board's** Occasional Teachers List shall make application to the Administrator Human Resources **who** shall grant such request for a period not to exceed **six** (6) months.
- (ii)** **In** addition to the above Article 9.05 (b) (i) the Occasional Teacher **may** make application **in writing** to the Board for an additional leave of **one** further year which may be granted by the Board.

The Occasional Teacher must then **become** available for **work** or have her name removed from the Occasional Teacher List.

- (iii) Notwithstanding the above, no Occasional Teacher who signs a full time probationary contract with this or any Board shall be deemed eligible for placement in an inactive status under the terms of this agreement.

Should the teacher later re-apply to the Board for employment as an Occasional Teacher, the teacher shall be placed on the seniority list of the Occasional Teachers as per her new date of employment.

ARTICLE 10
BENEFITS

10.01 The Board agrees to make available to eligible Occasional Teachers the following benefit plans:

- (a) Life Insurance to the amount of \$15,000.
- (b) Vision Care - \$150. per 24 month period with no prescription change requirement.
- (c) Prescription ~~Drug~~ Plan - **\$1.00** deductible per prescription.
- (d) Dental Plan at the current O.D.A. Guide fee schedule (~~cross-referenced to C.D.A. Code~~) to include Basic Preventative **and** Minor Restorative such as but not restricted to: examinations, fillings, root canal therapy; Major Restorative such as but not restricted to: in-lays, on-lays, crowns, bridges, and dentures with a 50% co-insurance to a maximum of \$2,500. per annum per individual; and orthodontic services with a 50% co-insurance to a maximum of **\$2,500.** per lifetime per individual.
- (e) Semi-private hospital coverage.

10.02 The Board shall pay 50% of the cost of the premiums based on the calendar rate hereinafter known as the "base rate".

10.03 The eligible Occasional Teacher shall pay 50% of the premium cost to the Board.

The applicable premium amount owed by the occasional teacher shall be paid to the Board in two (2) equal instalments due December 15th and February 15th of the current school year. An adjustment payment if necessary shall be paid by March 31st of the current school year.

10.04 (a) The eligible Occasional Teacher shall only be reimbursed her portion of the premium cost where the Occasional Teacher has been retained by the Board on:

- (i) a long term occasional contract
- (ii) a probationary or permanent contract

(b) The Occasional Teacher in 10.04 (a)(i), (ii) shall be reimbursed her portion of the premium on a pro-rata basis to time as an occasional teacher.

Where there is to be an adjustment in **the benefits premium**, a detailed statement outlining such changes shall be provided to the Occasional Teacher by the Benefits Department of **the** Board.

Total reimbursement of any premiums due **to a** change in **status** as described above shall be paid to **the** occasional teacher by **the** end of the long-term assignment or **upon** being hired by the **Board as a** probationary or permanent teacher.

- 10.05 (i) The Occasional Teacher shall have completed **a** minimum of **50** days worked in the previous academic year to be eligible to participate in the plan,
- (ii) The Occasional Teacher shall have completed **a** waiting **period** of **20** **days** worked in the **current** academic **year prior** to the plan being implemented. Coverage shall commence from January 1 of the academic year and continue **for a** full calendar year.
- (iii) If the 20 days worked are not fulfilled by December 31, the coverage shall **be** retroactive to January 1 of the academic year upon completion of the **work** agreement.
- (iv) Coverage is mandatory for all eligible occasional teachers, unless an employee can prove coverage under another plan.
- 10.06 (a) (i) **A Long Term Occasional Teacher** employed on a pre-scheduled Long-Term Occasional contract which is scheduled to last longer than ten (10) **weeks** will participate in the benefit programs **on** the first day of the first month after hiring.
- (ii) Non-scheduled Occasional Teachers who work for longer than ten (10) weeks in one position **as a** replacement for **one** teacher employed under a permanent or probationary contract shall be eligible for **benefits at** the beginning **of** the eleventh **week** in such position.
- (b) (i) Non-scheduled Occasional Teachers other than the above as per Article 10.06 (a) (ii) shall not be eligible for benefits.
- (ii) Eligible Occasional Teachers as described above in Article 10.06 (a) (i) (ii) shall be entitled to Board premium contributions made on their behalf for the benefit coverages described under Benefits in the current elementary panel collective agreement between the Board and the Branch Affiliate(s) of the Teachers' Federation.

- (iii) The Board premium contribution shall be in the percentage amounts and at the base rate set out in the elementary teachers contract.**
- (iv) Notwithstanding the foregoing, no Occasional Teacher shall be eligible to participate in any Long Term Disability plan for which the Board pays all or any part of the premium.**

ARTICLE 11
Access To Records

- 11.01 (a) (i) **An Occasional Teacher shall, within two (2) working days of making verbal request to the Administrator Human Resources have access to her personnel file in the presence of a Supervisory Officer or other person(s) designated by the Director of Education.**
- (ii) **On the day of review, the Occasional Teacher shall sign the appropriate form indicating such review has taken place.**
- (b) **An occasional teacher shall be given a copy of any adverse report, evaluation or disciplinary letter prior to its being put into her personnel file.**
- (c) **If the Teacher disputes the accuracy or completeness of information, the appropriate Board official shall, upon written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information within two (2) working days.**
- (d) **Where the information is amended under the above (c), the appropriate Board Official shall within two (2) working days forward a copy of the amended information to all persons who received the initial report. A copy of this correspondence shall also be forwarded to the Occasional Teacher.**
- (e) **Where the information is not amended under (d) above, the Occasional Teacher shall have the right to a written rebuttal to the alleged inaccuracy and such shall be placed in the personnel file.**
- (f) **Any reports of disciplinary nature shall be removed from the file after a four (4) year period, provided further disciplinary action has not been taken against that teacher during the four (4) year period.**

ARTICLE 12
Occasional Teacher List

- 12.01 (a)** The Occasional Teachers' List shall be limited to **25%** of the **total** number of statutory teachers (F.T.E.) in the Branch Affiliates of **OECTA and AEFO** Elementary and **Secondary** as of September **30th** of each **year**.
- (b)** Such percentage shall be apportioned on a pro **rata** basis based on the total F.T.E. statutory teachers of **AEFO and OECTA**. **The parties** agree that for the period September **1, 1994** to August **31, 1995** the pro rata apportionment shall be **27% AEFO and 73% OECTA**.
- (c)** The Occasional Teachers' List shall be comprised of **two parts known** as Section **A** and Section B for each of the linguistic sections of **the** Board.

Section A shall be:

All Occasional Teachers **who** were employed by the Board as Occasional Teachers as of March **31, 1994** to a maximum of **15%** of the total number of statutory teachers (FTE) in **the** Branch Affiliates of **O.E.C.T.A.** elementary **and** secondary and **15%** of **total** number of statutory teachers in the Branch Affiliates of **A.E.F.O.** elementary and secondary.

Section B shall be:

All Occasional Teachers hired as Occasional Teachers by the Board **as** of April **1, 1994** to a maximum of **10%** of the total number of statutory teachers (FTE) in the Branch Affiliates of **O.E.C.T.A.** elementary and secondary and **10%** of the total number of statutory teachers in the Branch Affiliates of **A.E.F.O.** elementary and secondary.

- (a)** Such Occasional Teacher List shall be **reduced by** attrition and maintained to the above maximum by seniority.
- (b)** Further to the above, **no** long-term assignment or leave of absence shall invalidate the position of an Occasional Teacher in Section **A** or Section B nor cause the number of Occasional Teachers in either Section A or Section B to be increased.
- (c)** Movement from Section B to Section **A** shall only be accomplished when the quota of Section **A** warrants such an addition.
- (d)** Movement from Section B to Section A shall be solely through seniority.

- (e) If **the Board** has a demonstrated need for Occasional Teachers with **special** qualifications, eg. French or trade qualifications the **Board may** add such qualified teachers **to Section B** of the Occasional Teachers' List upon consultation with the Association to **a** maximum of five **(5)**.
- (f) **No** additional Teachers shall **be** 'added **to the Occasional** Teachers' List except through mutual consent of the **Association** and the **Board** unless the limit in 12.01 (a) is not achieved or a **special** need arises as outlined in **(e)** in the preceding section.
- (g) In the **event** that Occasional **Teachers are subject to** lay-off **to meet** Article 12.01 after September 1, 1994 **and** after the Occasional Teachers' List is attrited, such Occasional Teachers shall have first preference by seniority to be **returned** to the **List**.

12.02 (a) An up-to-date alphabetized Occasional Teacher List shall be sent **to** the Association **by** October 31st of each **year**. An amended list shall be provided to the Association every two **(2)** months thereafter. **The** list shall include the following information about the Occasional Teacher:

- (i) Name, Address, Telephone number,
 - (ii) Division qualification per Ontario Teacher's Record Card,
 - (iii) Additional qualifications and/or teachable subjects per Ontario Teacher's Record Card,
 - (iv) Q.E.C.O. Evaluation,
 - (v) Availability preference,
 - (vi) Geographic area(s) for casual assignments,
 - (vii) Interest in long-term assignment(s)
- (b) The Occasional Teacher shall notify in writing the Department of Human Resources of any change of name, address and telephone number and any changes in qualifications.
 - (c) In addition to the Occasional Teachers' List, the Board shall provide the Association with the names of unqualified people who **are** employed to replace regular teachers on a per 'diem basis when no Occasional Teacher is available for assignment.
 - (d) **By** August 31st of each **year** **the Board** shall forward to the **Association** **the names**, telephone numbers and addresses of Occasional **Teachers** hired between July 1st **and** Aug. 31st.

- 12.03 (a) Prior to being placed on the Occasional Teacher List in ~~Section B~~, new applicants shall be interviewed for placement by the Central Administration of ~~the~~ Board, and shall submit proof of certification and all documentation required by the Board.
- (b) All such Occasional Teachers approved by the appropriate Superintendent of Education for hiring and placement on the Occasional Teachers' List shall be placed on Section ~~B~~ of the list with zero experience as an Occasional Teacher with the Board.
- (c) Notwithstanding the above, any teacher previously employed as an Occasional Teacher by the Board shall upon being re-employed as an Occasional Teacher with the Board be placed on Section B of the Occasional Teachers' List with zero years of seniority as an Occasional Teacher. However, the Occasional Teacher shall be credited with teaching experience as an Occasional Teacher with the Board as per Article 19.02.

12.04 The Board may remove an Occasional Teacher's name ~~from~~ the list following written notification:

- (i) due to just cause:
- (ii) Upon unsatisfactory performance attested **to in writing** by one or more principals. The appropriate supervisory officer shall provide the occasional teacher with written particulars of the occasional teacher's unsatisfactory performance.
- (iii) If an Occasional teacher refuses three (3) or more assignments within a period of forty **(40)** working days and does not provide reasonable grounds for refusing such assignments;
- (iv) Who cannot be contacted for assignments in the normal manner on three (3) occasions within a 40 day period.
- (v) Upon written notification of the resignation of an Occasional Teacher.
- (vi) Notwithstanding Articles 12.05 the Board shall, **five (5)** working days prior to the removal of any Occasional Teacher, give both the Occasional Teacher and the Association written notification of its intent and reason(s) for the removal of the Occasional Teacher.

12.05 No Occasional Teacher shall be removed from the Board's List until the following steps have been taken:

- (i) The Occasional Teacher **and the Association** have been informed **by the Board in writing** of the **reason(s)** five **(5)** working **days** prior to **the** intended removal.
- (ii) The Occasional Teacher and **the Association may** within five **(5)** working **days** of receiving **the notice** request a meeting with **the Senior Superintendent of Education** and all parties **deemed by the Occasional Teacher/Association/Board** to be concerned, to discuss and attempt to resolve the **matter**. Such request shall **be** in writing.
- (iii) The **meeting** of all concerned parties shall **be** held within five **(5)** working **days** of the **Board** receiving the written request.
- (iv) This **meeting does** not abrogate **the** right of the Occasional Teacher to file a grievance.

ARTICLE 13
Central Dispatch System

13.01 **Calls** made to the Occasional Teacher shall be through the Central Dispatch System only.

- 13.02 (a) Calls to Occasional Teachers shall be on a continuous rotation of the Board's list of Occasional Teachers.
- (b) Such list shall be in alphabetical order with the Occasional Teacher's availability preference, area(s) of qualification, geographic preferences and levels and subjects they are willing to teach.
- (c) **Calls** shall indicate half-day or full day assignment

13.03 For each work day Central Dispatch shall place calls to all Occasional Teachers in Section A (Article 12.01).

When all available Occasional Teachers in Section A have been contacted and more Occasional Teachers are still needed to fill that day's assignments, Central Dispatch shall place calls to Occasional Teachers in Section B (Article 12.01) by alpha-rotation.

- 13.04 (a) Central Dispatch, as normal practice shall call Occasional Teachers for assignment that day between the hours of 6:00 a.m. and 9:00 a.m.
- (b) Central Dispatch shall make a second attempt to contact an Occasional Teacher whose telephone line is busy on the first call.
- 13.05 (a) To provide a procedure for assignments between 6:00 p.m. and 9:00 p.m. Central Dispatch shall contact Occasional Teachers with the following conditions:
- (i) Adherence to the rotation list.
- (ii) Where no contact has been made, the assignment will be held until the next morning. Central Dispatch will contact the Occasional Teacher so affected on the following morning between 6:00 a.m. and 9:00 a.m.

- (iii) Where no direct contact *is* made the assignment will be given either through an answering machine or another individual at the assigned telephone number. The Occasional Teacher shall contact Central Dispatch Service prior to 6:00 a.m. to confirm **the** assignment. Failure to confirm will result in the Occasional Teacher being by-passed on the rotation list.
 - (iv) Where direct contact has been made the assignment will be given to the Occasional Teacher.
- (b) The parties agree that no penalty will result for calls placed in the evening; **more** specifically, failure to confirm prior to 6:00 a.m. shall not constitute refusal **as** per Article 12.04 (iii) and (iv). **The** Occasional Teacher shall **forfeit** her place on **the** rotation list for that assignment. Article 13.05 shall continue to apply according to the collective agreement.

13.06 If in unusual circumstances Central Dispatch attempts to contact an Occasional Teacher for assignment at times other than the hours between 6:00 a.m. and 9:00 p.m. and *is* unable to contact the Occasional Teacher such failure shall **not** constitute a refusal of assignment under 12.04 (iii) or an inability to **make** contact under **Article** 12.04 (iv).

13.07 Calls shall not be **made** to Occasional Teachers between the hours of 9:00 a.m. and 5:00 p.m. except in an emergency situation or where the Occasional Teacher **is** ~~to~~ continue in the same **assignment** the next day(s).

Where the Occasional Teacher **will** be continuing in the assignment the Occasional Teacher **may be** contacted at the school.

13.08 Where the Occasional Teacher has not been notified **by** Central Dispatch to return to the assignment, **the** Occasional Teacher shall consider the assignment **ended** and that her **name** shall once again be active on the Occasional Teacher List.

13.09 (a) Where an Occasional Teacher *is* still required for an **assignment**, and all Occasional Teachers in Section **A** of **that** area have been called, Central Dispatch shall contact Occasional Teachers in Section B by alpha-rotation.

(b) **If Central** Dispatch does so request it shall first make these requests to Occasional Teachers who **have** indicated readiness to travel beyond their **geographic** area.

- (c) Refusal by an Occasional Teacher for an assignment outside of the Occasional Teachers preferred area(s) shall not be considered under **Article 12.05**.

13.10 The Association recognizes:

- (a) Priority shall be given to schools with early beginning times.
- (b) That in cases of emergency or where the Board has been contacted after 8:00 a.m. the regular rotation system may be by-passed.
- (c) Notwithstanding the above, no unqualified person shall be contacted until all Occasional Teachers who are in the specific geographical area have been contacted.

13.11 (a) The parties agree that where the Occasional Teacher is unavailable for assignment such notice shall be sent by the teacher to the Board. The Board shall notify Central Dispatch.

- (b) In the event that the Occasional Teacher should become unavailable 24 hours prior, the Occasional Teacher shall notify Central Dispatch directly.

13.12 The Association shall have access to all manner of monitor sheets on a bi-weekly basis.

The Board shall remit all such data to the Association within two (2) working days of the Board receiving them from Central Dispatch.

ARTICLE 14
Occasional Teacher Renewal Form

14.01 An Occasional Teacher shall submit the Occasional Teacher Renewal **Form** no later than June 30th of the school year. Such **forms** shall be **the** sole determinant **as** to **the** availability of the Occasional Teacher for both Casual and Long Term Teacher Assignments for the next school year.

If an Occasional Teacher fails **to** submit a **Renewal Form** by June 30th of **the** school year, the Teacher shall be **deemed to** have **resigned** and his/her name shall be **removed** from the list.

14.02 All revisions **to** the Occasional Teacher Renewal **Form** and its **attachments** shall be mutually agreed upon by the Board and the Association.

14.03 It shall be **the** responsibility of the Occasional Teacher **to** obtain the Occasional Teacher Renewal **Form**. Such forms shall be made available at the administrative office in the schools and the **Board** office.

14.04 The Occasional Teacher Renewal Form shall be **as** per Schedule C-1 with the attached listing of **all elementary** and secondary schools of the **Board** as identified in the four **(4)** geographic areas (1992-09-14).

14.05 On the **Occasional** Teacher Renewal **Form** the Occasional Teacher shall indicate **all** information **as** specified in Article 12.02 (a) (i to vii):

Further, it is the responsibility of the Occasional Teacher **to** inform the Board of any changes concerning information on the Occasional Teacher **Renewal Form**. No change will be recognized unless accompanied by appropriate documentation. Evidence of successful completion of relevant courses shall be satisfactory,

14.06 (a) All Occasional Teachers may choose to **work** in one or more **areas**.

(b) (i) In **Areas** 1-3 all Occasional Teachers must work in all schools of their chosen **area(s)**.

(ii) In Area 4 a minimum of two (2) secondary schools must be chosen for **work** assignments with the exception of **L'Essor** Secondaire.

ARTICLE 15
Seniority

15.01 The Board shall maintain a Seniority List of Occasional Teachers who are employed by the Board to teach as Occasional Teachers.

15.02 The Seniority List of Occasional Teachers shall be deemed to be a list of Occasional Teachers as outlined below:

- (a) Names of Occasional Teachers shall appear on the Seniority List in order of their initial date of employment as an Occasional Teacher with the Board.

Where the Board approves a leave of absence for an Occasional Teacher under Article 9, years of consecutive employment shall be deemed not to have been interrupted.

Any Occasional Teacher whose date of hiring was prior to 1988 but who was absent for reason(s) outlined under Article 9 for a period not exceeding one year her seniority shall be deemed not to have been interrupted.

- (b) Where more than one (1) employee has the same initial date of work, seniority of these occasional teachers shall be determined by lottery in the presence of the Association.

ARTICLE 16
Long Term Occasional Assignments

- 16.01 All pre-scheduled and non-scheduled long-term contracts shall be assigned to occasional teachers who meet the following criteria:
- (i) The name of the occasional teacher appears on the Board's list of occasional teachers for the current school year.
 - (ii) The Occasional Teacher has indicated an interest in long-term assignments on their renewal form or application form in accordance with Article 14.01.
 - (iii) Holds the qualifications required by the Board for the available position, which requirements shall be reasonable for the position to be filled, and at least the minimum qualifications required by the Education Act and Regulations.
 - (iv) No non-scheduled Long Term contract shall be given to an unqualified person prior to the Board's review of the Occasional Teacher List.
- 16.02 (a) No Occasional Teacher shall be given more than one predetermined long-term assignment in any one school year except as provided below.
- (b) Notwithstanding the above, where any predetermined long-term position is accepted by an Occasional Teacher and the assignment does not continue beyond thirty contract days, the Occasional Teacher shall be deemed eligible for a second predetermined long-term assignment.
- (c) Notwithstanding Article 16.02 (a), where the Board has followed the procedures as outlined in Article 17.00 and is unable to fill a long-term assignment, the Board may, after notice to the Association, offer an eligible Occasional Teacher a second predetermined long-term assignment.
- 16.03 A refusal of any long-term assignment by an Occasional Teacher shall not prejudice their right to future long-term positions as they become available in the current school year.
- 16.04 (a) Where the Board has elected to use an Occasional Teacher for an intermittent pre-scheduled or intermittent predetermined long-term assignment and

(i) the statutory teacher's absence will be for either **less** than the number of days specified as per Article 1.01 (d) for a **prescheduled** long-term contract

or

(ii) equal to or greater than the number of days specified as per Article 1.01 (ci) but **not** continuous **for** a predetermined long-term contract the Board shall post and fill the above assignments **as per** Article 16.

Further the Board shall indicate on the posting that the posting is an "Intermittent Posting" **as per** Article 1.07 (b). The Board shall indicate the **dates** and the total number of days of the assignment **on** the posting.

(c) Where **an** Occasional Teacher is assigned to an Intermittent Posting and the posting does not exceed the defined number of days for a long-term Occasional Teacher (Article 1.01 (d), the Occasional teacher shall not be disqualified from applying **for** further pre-scheduled long-term contracts within the school year.

Notwithstanding the above, an Occasional Teacher who has been assigned to a long-term contract **as** defined in Article 1.07 (b) and which exceeds thirty (30) contract **days** shall not be eligible to apply for an intermittent long-term assignment.

ARTICLE 17
POSTINGS FOR LONG TERM ASSIGNMENTS

- 17.01 (a) Predetermined, prescheduled or intermittent pre-scheduled assignments shall be posted in the Board's schools, Central Office and sub-offices. A copy of all postings shall be mailed to the President of the Association.
- (b) Postings which occur during July and August shall be mailed directly to Occasional Teachers who are eligible as outlined in Article 14.01.
- (c) All postings shall be approved and dated by the appropriate Superintendent of Education.
- (d) All postings shall be directed: **TO THE ATTENTION OF THE PRINCIPAL** in all of the Board's schools.
- (e) All notices for long-term assignments shall be posted in **all** schools of the Board within two (2) working days of approval by the appropriate Superintendent.
- (f) All postings shall remain posted and visible in **all** schools of the Board for five (5) working days.
- (g) All applications shall be in writing and received by the Administrator of Human Resources by 4 o'clock p.m. of the date given on the posting. Applicants must provide the President of the Association with a copy of the application.
- (h) A Superintendent of Education shall select five (5) applicants who hold the qualifications for the position as required by the posting.
- (i) The Principal shall select the successful candidate from the short list as outlined in (h) above.
- (j) The Board shall within forty-eight (48) hours of making its decision notify the Association and the Occasional Teacher assigned to the position.
- 17.02 Where the Board is given notice that a teacher will be absent from regular classroom duties for a determined period of time, but does not have sufficient time to post notices as per Article 16.04, the Board shall review the list of eligible Occasional Teachers and assign the Long Term Contract as per Article 16.01 and 16.02. The Association shall be notified in writing and within two (2) working days of the Board's action.

17.03 Postings for all long-term assignments at the elementary level shall include the following information:

- (i) the signature and date of approval of the appropriate Superintendent of Education.
- (ii) the name of the school and school principal where the assignment will be.
- (iii) the grade level(s) and/or specific subject(s) of the long-term assignment.
- (iv) minimum qualifications as determined by the Board and required for the assignment.
- (v) the scheduled dates for the duration of the long-term assignment.
- (vi) the name and address of the Administrator of Human Resources.
- (vii) the name and address of the President of the Association.
- (viii) the date by which all applications for the assignment must be received by the Administrator of Human Resources.

17.04 (a) Postings for all pre-scheduled long term assignments at the secondary level shall contain the same information as listed in Article 16.08 with the addition of the following information.

- (i) subject area(s) of the assignment
- (ii) minimum qualifications as determined by the Board and required for the subject(s)

17.05 Where an Occasional Teacher has completed six (6) or more days of consecutive teaching towards the fifteen (15) day period for long term contract for a teacher, and (i) such teacher returns for five (5) days or less and (ii) such teacher leaves for an additional period of time, the

Occasional Teacher who was in the classroom shall be given the option of returning to the classroom and completing the assignment. The consecutive number of days to long term contract shall be deemed not to have been interrupted for purpose of calculation of salary entitlement only.

17.06 Where it is determined that a non-scheduled assignment occurs:

- (a) The Board shall not post notices as per 17.01 and 17.03 concerning the availability of the non-scheduled long-term contracts.
- (b) The Board shall follow procedures as outlined in Article 16.01 and 16.02 regarding non-scheduled long term contracts in the current agreement. ...

17.07 Postings for Intermittent Pre-determined Assignments.

- (a) Where the Board has elected to use an Occasional teacher as an intermittent pre-determined ~~or~~ intermittent pre-scheduled long-term occasional; and (a) the statutory teacher's absence will be for either less than the days specified as per Article 1.01 (d) for a Pte-scheduled Long-ter in contract;

or

- (b) Equal to or greater, (but not continuous) than the number of days specified as per Article 1.01 (d) for a Pre-scheduled Long-Term contract.

The Board shall post the assignment and shall indicate on the posting that the position is an "intermittent Posting" as per Article 1.01.

- (c) Where an Occasional Teacher is assigned to an intermittent Posting and the posting does not exceed the defined number of days for a long-term Occasional Teacher (Article 1.01 (d)), the Occasional Teacher shall not be disqualified from applying for further pre-scheduled long-term contracts within that school year.

Notwithstanding the above, an Occasional Teacher who has been assigned to a long-term contract as defined in 1.07 (a) within the school year shall not be eligible to apply for an Intermittent Posting.

ARTICLE 18
New and/or Vacant Statutory Teaching Positions

- 18.01** All **Occasional** Teachers shall have the opportunity **to** apply for new **and/or** vacant statutory teaching positions with the **Board,**
- 18.02** (a) The Board shall post separately but concurrently with OECTA statutory posting any new and/or vacant positions available with the **Board.**
- (b)** Notice of **any** new/vacant positions which **occur** during July and **August** shall be mailed to the President of the Union or her designate **and** posted at the Board office.
- 18.03** Such postings shall contain both the number of available positions and the type **of** positions where possible.
- 18.04** The Board shall request that applications are to be sent **to** the Board Office to **the** attention of the appropriate Senior Superintendent or designate.
- 18.05** Such applicants may be granted an interview in accordance with the usual practice of the Board's selection committee.

ARTICLE 19
Remuneration

19.01 The Board shall pay to Casual Occasional Teachers in respect of **each** day of employment as **an** Occasional Teacher with **the Board** ~~the~~ following rate of **pay**:

Effective September 1, 1994 - August 31, 1995
Base Daily Rate \$135.18 with Vacation Pay included.

The parties have agreed that job classes **casual** occasional **are equivalent** to the value of 90% of Category D of the statutory teachers collective agreements **of the** elementary at Year 0 divided by the number of school days **as** defined by **the** Ministry of Education and Regulation 822.

19.02 (a) **A Long Term Occasional Teacher** employed **on** a pre-scheduled or Intermittent pre-scheduled Long-term Occasional contract shall be placed on the current salary grid in the appropriate Agreement between the Board **and** the Branch Affiliates of O.E.C.T.A. and Essex Unit and ~~Essex~~ Unit of A.E.F.O. in accordance with her recognized teaching experience and qualifications effective the first day of the assignment.

In the event that the agreement(s) between the **Board** and its elementary or secondary school teacher(s) is/are not settled by September 1 of the school year, and there is a settlement effected during the school year providing for a **salary** increase retroactive to a date in **the** school year, a Long Term Occasional Teacher's salary pursuant **to** this Agreement shall be adjusted in accordance with the retroactive settlement.

(b) **A non-scheduled Long Term Occasional Teacher** shall be placed on the current salary grid in the appropriate Agreement between the Board and the Branch Affiliates of O.E.C.T.A. and ~~Essex~~ Unit and Essex Unit of A.E.F.O. in accordance with her recognized teaching experience and qualifications effective **the** fifteenth day of the assignment and shall be paid retroactive to the sixth **(6)** day of the assignment, prior to which the appropriate rate for a Casual Occasional Teacher shall be paid.

(c) **The Occasional Teacher** shall continue to be paid according to the aforementioned **salary** grid until the expiration of the Long Term Occasional assignment. It is understood that payment on the salary grid includes payment for vacation pay and any paid holidays if applicable, and the rate **so** determined as follows:

Long Term Occasional Teachers **Rate** shall be:

Salary amount calculated in accordance with the Teacher's salary **grid** for the panel (elementary or secondary) to which the Long ~~Term~~ Occasional Teacher is assigned; **X**

Less amount equal to total of vacation plus statutory holiday pay, for which a teacher is eligible under Act; **-Y**

Plus amount equal to total of vacation plus statutory holiday pay, for which a teacher is eligible under Act; **+Y**

=X

19.03 **An Occasional Teacher replacing a part-time Teacher shall be paid a pro-rated wage.**

ARTICLE 20
Experience

20.0 For the purpose of determining placement on the *salary* grid, the **Board** shall recognize all teaching experience of the Occasional Teacher **as** is recognized under the current Essex OECTA/AEFO branch affiliates agreements **with** the Board.

(a) Each full year of recognized Canadian teaching experience shall count **as** one year.

(b) (i) Each part **year** shall count as follows:

0 months and up to 4 months	no years
4 months and up to 8 months	1/2 year
8 months and up to 10 months	1 year

(ii) The Board **may** require written verification of teaching experience with other school boards. The **onus** shall **be on the** Occasional Teacher **to** provide such verification from previous employers.

20.02 **As** well **as** the above, every 185 days of occasional teaching experience since January 1, 1985 shall be recognized as one year of teaching experience.

Further, where an Occasional Teacher resigns from the **Board** and later re-applies for employment as an Occasional Teacher, all previous experience **as** an Occasional Teacher with the **Board** since January 1, 1985 will be recognized for placement on the *salary* grid.

40

ARTICLE 21
Reporting Pay

21.01 If an Occasional Teacher, who is called out for an assignment at a particular school, reports to that school and no assignment is available, and no alternative assignment is offered to her at any other school, the Occasional Teacher shall be entitled to receive pay for on-half day. For purposes of this Article one-half day's pay shall be .5 of the appropriate daily rate for Casual Occasional Teachers.

ARTICLE 22
Travel Allowance

22.01 In the situation where the Occasional Teacher's assignment is to replace a teacher who would be paid for approved travel as an itinerant teacher, the Occasional Teacher will be paid at the current travel rate for the approved travel.

ARTICLE 23
Professional Development Day
Board Sponsored

23.01 A Long-Term Occasional Tacher **who is** scheduled to work when there is a Professional Development Day shall be required to participate in the scheduled professional activities and shall be paid for such day.

23.02 Casual Occasional Teachers **may** request information **concerning** and participate at all scheduled workshops/Professional Development or Activity **days**. Those wishing to attend shall **notify** the appropriate personnel **at** the Board, school or as indicated where the **posting** was **seen**.

Further to the above, the Occasional Teacher shall **be responsible** for costs incurred **at** the same rate as statutory teachers who are participating.

23.03 Information re: dates and **content** of scheduled workshops and Professional Development Days shall be provided to the Association **President** at the same time as it is distributed to school principals and other teaching staff.

23.04 (a) **A** county-wide Professional Development day for all Occasional Teachers employed **by** the Board may be held annually. The date of this day may **be** scheduled to coincide with **the** OECTA Professional Development Day.

(b) Association members **who** are under Long Term Occasional Contracts with the Board shall have the choice of attending either the OECTA Occasional or OECTA Professional Development day and shall be paid her appropriate pay as per her contract.

(c) The Board agrees to make available **to** the Association, **an** appropriate Board facility as is required by the Association for the day, **as** well as other Board materials and/or **personnel** **where** such does not conflict with other Board commitments.

ARTICLE 24
Working Conditions

- 24.01 (a)** (i) The Occasional Teacher shall only be responsible for **the** regularly assigned duties of the teacher being replaced.
- (ii) If the teacher being replaced has departmental administration periods, the Occasional teacher **may be** assigned teaching **duties** or **supervisory** duties during such **period**.
- 24.02** A Casual Occasional Teacher shall not **be** required **to assume** supervision duties prior to commencement of classes on **the** first **day** of **an** assignment.
- 24.03** Where **a** daily plan has not **been** made available to the Occasional Teacher, the Occasional Teacher **shall** notify **the** principal **immediately** that **such** plan has not been provided.



ARTICLE 25
Duration of Agreement

- 25.01** This Agreement shall have effect from the 1st day of September, 1994 to the 31st day of August, 1996 but it shall continue to **have** effect thereafter unless either party gives notice **to** the other, in writing, to negotiate its renewal. Such notice of desire to negotiate shall be given prior to April 30th of the **year** in which the Agreement expires.
- 25.02** **Any** notice given under this Agreement shall be **deemed** given and received as of **the** working day immediately following the date of mailing.

ARTICLE 26
Distribution of Agreement

- 26.01** The Board shall print and distribute copies of this agreement to all Occasional Teachers in its employ within 60 days of ratification by the Board and the Association.
- 26.02** New Occasional Teachers will receive a copy of this agreement with notification of placement on the Occasional Teachers List by the Board.
- 26.03** A copy of this agreement shall be distributed to every school within the Board for reference.

ARTICLE 27
No Cessation of Work

- 27.01 (a) Neither the Association nor any Occasional Teacher, shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. The Board shall not engage in any lockout of the Occasional Teachers. "Lockout" shall be as defined in the Labour Relations Act, R.S.O. 1980, Chapter 228, as amended from time to time.**
- (b) Notwithstanding the foregoing, Occasional Teachers may strike and the Board may lock out Occasional Teachers in accordance with the provisions of the Labour Relations Act.**

ARTICLE 28
Signatures

28.01 IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives duly authorized on their behalf, this 12th day of September, 1995.

Be Patterson
Victoria Hornsby

~~Essex~~ Local of the
Occasional Teachers
Ontario Catholic Association

[Handwritten Signature]

Essex County Roman
Catholic Separate
School Board


September 29, 1994

LETTER OF UNDERSTANDING

The parties **agree** that in order to ensure successful continuance of the rotation system and **Central** Calling procedures, there shall be on going dialogue among Central Dispatch service, the **Board** and the Association.

It is also understood that all communications **on** these matters shall be **directed** to the Administrator of Human Resources or his designate.

Meetings among the parties for these purposes shall **be** arranged prior **to** or at the commencement of each school term, i.e. August, January and March, as well **as** at other times as may be deemed appropriate and/or requested **by** any of **the** parties. **A** meeting shall be scheduled within two (2) working **days** of the verbal request.



N. Hancock



LETTER OF UNDERSTANDING INSTRUCTIONAL MATERIALS

It is understood that it is the intention of **the parties that the Board**, in order that Occasional Teachers be able to more effectively **perform** their duties on the first assignment **to** a school, instruct its' Principals:

1. **To** have a handbook at the school available to Occasional Teachers at that school, which should include:
 - a) list of staff and staff responsibilities
 - b) floor plan of the school with clearly defined fire and/or emergency exit routes
 - c) school routines
 - ci) school policies
 - e) staff contact **person(s)** for assistance


2. **To** instruct teachers that, in addition to providing a daily plan, every teacher shall have available for an Occasional Teacher assigned **to** the teacher's classroom, a handbook which should include:
 - a) class list, seating plan, timetable
 - b) list of special needs students and routines re: health, behaviour, timetables, etc.
 - c) class routines
 - d) student routines
 - e) such other materials **as** the teacher may **deem** pertinent and helpful.

Dated at ESSEX Ontario, this _____ day of

September '1995.



For The Board




For the "Association"

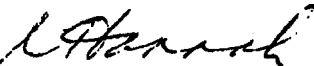
50

LETTER OF UNDERSTANDING AND INTENT

For the purpose of clarification, understanding and to better explain the intent of the parties with respect to the application of Article 1, Article 16, and Article 17 of the agreement, the parties agree as follows:

1. In **the event** that a statutory teacher gives written notice to the Board that he/she will be absent from his/her duties for a period of fifteen (15) or more consecutive teaching days and such notice is received by the Board at least seven (7) working days before the scheduled date of the teacher's absence, such position is a "predetermined" or pre-scheduled" position and shall be posted in accordance with Article 17.01 of the agreement.
2. In the event that a statutory teacher gives written notice to the Board that he/she will be absent from his/her duties for a period of fifteen (15) or more consecutive teaching days and such notice is not received by the Board at least seven (7) working days before the scheduled date of the teacher's absence, the Board shall not be required to post such position, but may appoint an occasional teacher to the position. In doing so, the Board will attempt to adhere insofar as possible and in accordance with the collective agreement, to the principle of fair distribution of long-term assignments.
3. In the event the absence of a statutory teacher begins as a short-term absence and an occasional teacher is assigned to said position by rotation from Central Dispatch, such occasional teacher shall retain the assignment as long as the teacher's absence remains day to day. If the Board receives written notice from the teacher that her condition or prognosis will result in her absence no longer being day to day but becomes long term, the Board may
 - a) leave the casual occasional teacher in the position if the long-term absence is not expected to exceed another additional thirty (30) days; or
 - b) post the position in accordance with Article 17.01 of the Agreement, in which case the casual occasional teacher shall remain in the assignment until the posting is filled.


for the Ontario English Catholic
Teachers' Association




for the Essex County Roman Catholic
Separate School Board

SCHEDULE "A"
OCCASIONAL TEACHER CONTRACT

THIS AGREEMENT MADE IN DUPLICATE THIS _____ DAY OF _____ BETWEEN THE _____ BOARD, HEREINAFTER CALLED "THE BOARD" AND _____ OF THE _____ OF _____ IN THE COUNTY (OR AS THE CASE MAY BE) TERRITORIAL DISTRICT OF _____ HEREIN "OCCASIONAL TEACHER". REFERENCES TO "TEACHER" HEREIN MEAN "OCCASIONAL TEACHER".

1. THE BOARD AGREES TO **EMPLOY THE** TEACHER AS A LONG-TERM OCCASIONAL TEACHER (**AS DEFINED BY SECTION 1 (1) 30 OF THE EDUCATION ACT, 1987**) FOR A **PERIOD** OF APPROXIMATELY _____ DAYS/WEEKS/MONTHS DURING THE ABSENCE FROM **DUTY** OF _____ IN THE SCHOOL **YEAR** _____ AND THE TEACHER AGREES TO TEACH FOR THE BOARD COMMENCING **THE** _____ DAY OF _____ 19__ AT THE PRESCRIBED RATE OF PAY OF _____ DOLLARS, SUBJECT TO **ANY** CHANGES IN **SALARY MUTUALLY AGREED UPON** BY THE TEACHER **AND** THE BOARD, PAYABLE IN PAYMENTS, **LESS** ANY LAWFUL DEDUCTIONS.
2. **PER DIEM** RATE INCLUDES VACATION **PAY AND** PRORATION OF STATUTORY HOLIDAYS.
3. **THIS** AGREEMENT IS SUBJECT TO THE TEACHER'S CONTINUING TO HOLD QUALIFICATIONS IN ACCORDANCE WITH THE ACTS AND REGULATIONS ADMINISTERED **BY** THE MINISTER.
4. **THE TEACHER** AGREES TO BE DILIGENT **AND** FAITHFUL IN HIS/HER DUTIES DURING THE **PERIOD** OF HIS/HER EMPLOYMENT, **AND** TO **PERFORM SUCH** DUTIES AND TEACH **SUCH** SUBJECTS **AS** THE BOARD MAY ASSIGN UNDER **THE** ACTS AND REGULATIONS ADMINISTERED BY THE MINISTER.
5. WHERE THE TEACHER ATTENDS **AN** EDUCATION CONFERENCE(S) AND/OR PROFESSIONAL ACTIVITY DAY(S) FOR WHICH THE SCHOOL HAS **BEEN LEGALLY** CLOSED AND HIS/HER ATTENDANCE THEREAT **IS** CERTIFIED **BY THE** SUPERVISORY OFFICER **CONCERNED** OR **BY THE**

CHAIRPERSON OF THE **CONFERENCE**, THE BOARD **AGREES** TO MAKE **NO DEDUCTIONS** FROM THE TEACHER'S PRESCRIBED RATE OF PAY FOR HIS/HER ABSENCE DURING THAT ATTENDANCE.

6. WHERE AN ACT OF ONTARIO OR A REGULATION THEREUNDER AUTHORIZED THE TEACHER TO BE ABSENT FROM SCHOOL WITHOUT **LOSS OF PAY**, THE BOARD AGREES THAT NO DEDUCTION FROM HIS/HER **PAY WILL** BE MADE FOR A PERIOD OF ABSENCE SO AUTHORIZED.

7. NOTWITHSTANDING ANYTHING HEREIN, **THIS AGREEMENT** MAY BE TERMINATED,

- A)** AT ANY TIME BY THE **MUTUAL CONSENT** IN WRITING OF THE TEACHER AND THE BOARD, OR
- B)** ON FORTY-EIGHT **HOURS** NOTICE IN WRITING BY THE TEACHER OR THE BOARD.

IN WITNESS WHEREOF THE TEACHER HAS SIGNED AND THE **BOARD HAS AFFIXED THERETO ITS CORPORATE SEAL ATTESTED BY ITS DESIGNATION OFFICERS** IN THAT BEHALF.

(SIGNATURE OF CHAIRPERSON OF THE BOARD)

(SIGNATURE OF SECRETARY OF THE BOARD)

(SIGNATURE OF TEACHER)

SCHEDULE "B"
CONTRAT DE L'ENSEIGNANT SUPPLÉANT

La présente entente, établie en double exemplaire, a été conclue

le.....19....., entre le Conseil **des** écoles séparées catholiques du comté d'Essex, ci-après appelé le "Conseil", et

..... du/de la

du/de la du comté (ou selon le cas)

du/de laci-après appelé(e) l'"Enseignant". **Toute** référence à l'"Enseignant" à l'intérieur de ce document signifie **"Enseignant suppléant"**.

1. Le Conseil convient d'employer l'Enseignant à titre d'enseignant suppléant (te) que défini à l'article 1(1) de la Loi sur l'éducation, 1988) pendant une période d'environ jours/semaines/mois, en l'absence de

..... **durant l'année scolaire 19 et l'Enseignant**

convient d'enseigner pour le Conseil à partir du 19

au taux de rémunération établi, soit dollars, sous

réserve de tout changement en matière de **salaire** conclu, d'un commun accord, entre

l'Enseignant et la Conseil, payable en versements, moins les retenues

légal.

2. Le taux de salaire quotidien inclut la prime de vacances et le prorata **des jours fériés**.

3. La présente entente est subordonnée au maintien, par l'Enseignant, **de** la qualification requise qu'exigent les lois et les règlements qu'applique le ministre.

4. L'Enseignant convient d'exercer **ses** fonctions avec diligence et conscience professionnelle pendant la durée de son emploi. Il convient également d'exercer les fonctions et d'enseigner les **matières** que le Conseil peut lui confier aux termes des lois **et** des **règlements** qu'applique le ministre.

5. Si l'enseignant assiste à une conférence pédagogique ou participe à une **journée** pédagogique pour lesquelles l'école est légalement fermée et que l'agent de supervision intéressé **ou** le président de la conférence atteste que l'Enseignant était présent **à** la conférence, le Conseil convient de ne faire aucune retenue sur le salaire de l'Enseignant en raison de cette absence.

6. Si une loi de l'Ontario ou un règlement pris en application d'une telle loi **autoise** l'Enseignant à s'absenter de l'école **sans** perte de gain, le Conseil convient de ne faire aucune retenue sur le salaire de l'Enseignant pour la durée de l'absence qui est autorisée.

7. Malgré le présent contrat, la présente entente **peut** être résiliée:

- a) n'importe quand, si l'Enseignant et le Conseil **y** consentent par écrit:
- b) **à** quarante-huit heures d'avis écrit par l'Enseignant ou le **,** Conseil.

En foi de quoi l'Enseignant a apposé **sa** signature et le Conseil **a** apposé **son sceau** comme l'attestent les agents compétents du Conseil, en son nom.

(signature du président du Conseil)

(signature du secrétaire du Conseil)

(signature de l'Enseignant)

OCCASIONAL TEACHERS CALL-IN AREAS

AREA 1

ST. MARY
HOLY NAME
ST. JOHN DE BREBEUF, KINGSVILLE
ST. LOUIS
QUEEN OF PEACE

AREA 2

BREBEUF
ST. PIUS
ST. PETER
ST. GREGORY
ST. WILLIAM
ST. JOHN THE BAPTIST
ST. JOHN, WOODSLEE

AREA 3

ST. BERNARD
STELLA MARIS
ST. JOSEPH
ST. THERESA
ST. ANTHONY
SACRED HEART
ST. PAUL, MALDEN

AREA 4

CARDINAL CARTER #33
ST. THOMAS OF VILLANOVA #32
ST. ANNE #1

Revised: September 14, 1992

SECTEURS DE REPARTITION DES ENSEIGNANTS SUPPLEANTS

SECTEUR 1

ECOLE ST. MICHEL
ECOLE ST. PAUL
ECOLE ST. AMBROISE

SECTEUR 2

ECOLE ST. ANTOINE
ECOLE STE-MARGUERITE DE'YOUVILLE
PAVILLON DES JEUNES

SECTEUR 3

ECOLE SACRE-COEUR
ECOLE ST. JOSEPH
ECOLE STE-URSULE
ECOLE ST. JEAN-BAPTISTE

SECTEUR 4

L'ESSOR



OCCASIONAL TEACHER RENEWAL FORM

SCHOOL YEAR APPLIED FOR 19__ - 19__

ARE

PART I PERSONAL INFORMATION:

- -

- -

, , /

CITY (TOWN) PROVINCE POSTAL CODE AREA CODE PHONE

PART II QUALIFICATIONS: Teachers must be qualified to work as Occasional Teachers.

1. Per Ontario Teachers Record Card, I am qualified to teach the following divisions:

- | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Pr. (Jk-gr. 3) | Jr. (Gr. 4-6) | Int. (Gr. 7-10) | Sr. (Gr. 11-OAC) |

2. Per Ontario Teachers Record Card, I hold the following qualifications. (N.B.: List only those you are willing to teach.)

1. _____
2. _____
3. _____

3. Copies of updated qualifications are attached..

1. _____
2. _____
3. _____



RENOUVELLEMENT DE DEMANDE POUR POSTE DE SUPPLÉANCE

ANNÉE SCHOLAIRE VISÉE 19__ - 19__

IL VOUS INCOMBE D'INFORMER LE CONSEIL PAR ÉCRIT DE TOUT CHANGEMENT A CES RENSEIGNEMENTS ET D'Y JOINDRE PREUVES A L'APPUI, LE CAS ÉCHÉANT.

PARTIE 1 RENSEIGNEMENTS PERSONNELS:

- -

NUMÉRO D'ASSURANCE SOCIALE

NOM DE FAMILLE	PRENOM(S)
----------------	-----------

NUMERO	RUE	BOITE POSTALE OU APP.
--------	-----	-----------------------

VILLE, VILLAGE	PROVINCE	CODE POSTAL	TELEPHONE
----------------	----------	-------------	-----------

PARTIE II QUALIFICATIONS : L'enseignant(e) suppléant(e) &it posséder un brevet d'enseignement.

1. Selon ma carte de qualifications, je suis **qualifié(e)** pour enseigner au(x) cycle(s) suivant(s):

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pr. (Mat. - 3e)	Moyen (4e-6e)	Int. (7e-10e)	Sup. (11e-CPO)

2. Selon ma **carte** de qualifications, je **possède** les **qualifications** additionnelles suivantes: (N.B.: N'indiqua que celles qu'il vous intéresse d'enseigner.)

1. _____

2. _____

3. _____

3. Une mise à jour de mes qualifications est incluse.

1. _____

2. _____

3. _____

59