

**THIS AGREEMENT IS MADE COVERING THE PERIOD  
FROM SEPTEMBER 1, 2004 TO AUGUST 31, 2006**

between

**THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "BOARD")

and

**THE OCCASIONAL TEACHERS OF THE WINDSOR-ESSEX  
CATHOLIC DISTRICT SCHOOL BOARD**

as represented by

**THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**  
(hereinafter referred to as the "TEACHERS")

THE PARTIES HERETO in consideration of the mutual covenants herein contained,  
do hereby agree as follows:

This Collective Agreement is not numbered in an identical manner to the original.  
Please use this document for contract development and member education only.

Use the original, signed-off Collective Agreement for grievance processing  
and collective bargaining. It is available from the Unit President.

12419(03)

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## **ARTICLE I: DEFINITIONS**

- 1.01 The Board shall mean the Windsor-Essex Catholic District School Board.
- 1.02 “The Association” shall mean the Ontario English Catholic Teachers Association.
- 1.03 ‘The Local’ shall mean the OECTA Occasional Teachers, Windsor-Essex Local.
- 1.04 Occasional Teacher shall mean an occasional teacher as defined in Part X.1 of the Education Act, excluding a teacher as defined in Article 1.07, and who:
- i) is qualified and registered with the Ontario College of Teachers, and
  - ii) is employed to teach as a substitute for a teacher who is absent from regular duties for a temporary period that is less than a school year or that is less than a school year when bridging two academic years.
- 1.05 Casual Occasional Teacher shall mean any Occasional Teacher employed by the Board to teach on a day-to-day basis.
- 1.06 Long-Term Occasional Teacher shall mean an Occasional Teacher who is employed for a period of eleven (11) or more consecutive teaching days as a replacement for a Teacher as defined in Article 1.07.
- 1.07 Teacher shall mean a teacher as defined in Part X.1 of the Education Act who is member of the elementary or secondary local teacher bargaining units.
- 1.08 Occasional Teacher List shall mean a list of all teachers accepted by the Board to teach as Occasional Teachers. Such list shall not include the names of any teacher assigned by the Board to St. Michael Alternate School or its satellite campuses.
- 1.09 Predetermined long term assignment 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.
- 1.10 Intermittent predetermined long term assignment 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 ten (10) days in one academic year and the Board has elected to have the absent teacher replaced by the same Occasional teacher.
- 1.11 “Non-scheduled” long term assignment shall mean a long-term position where a regular teacher continues to be absent from her classroom duties beyond ten (10) consecutive days due to unexpected illness, accident or personal reasons.
- 1.12 “Emergency person” shall mean an unqualified person who is not on the Board’s list of Occasional Teachers and is employed to replace a regular teacher when no Occasional Teacher is available for assignment.
- 1.13 “Working day” shall mean a day other than Saturday, Sunday or a school holiday that occurs during the regular school year as defined by the Education Act.

**ARTICLE 1: DEFINITIONS (continued)**

**1.14 Secondary Schools**

A full day and part day of teaching in secondary schools shall consist of the following and be compensated as set out below:

a) Full Day Assignment

- i) A full day shall consist of three regularly scheduled periods plus the lunch supervision if any, scheduled for the teacher being replaced on that day.  
A Teacher on a full day assignment shall teach according to the schedule of the teacher being replaced.
- ii) If the Teacher on a full day assignment agrees to be assigned a twenty minute lunch supervision which is not scheduled for the teacher being replaced on that day, he/she shall be compensated \$20.00.
- iii) On-Calls shall not be assigned to Occasional Teachers on a full day assignment.

b) Part Day Assignment, Morning or Afternoon

- i) A part-day assignment which consists of only one teaching period shall be compensated at one third (1/3) of the daily rate for the first day, but if the same assignment continues to a second and subsequent days, the teacher shall be compensated at one-half (1/2) the daily rate and shall receive the preparation period.
- ii) If the placement requires two periods of teaching, the compensation shall be one-half the daily rate and the occasional teacher shall perform twenty (20) minutes of lunch supervision without extra compensation if the teacher he/she is replacing was scheduled to perform lunch supervision on that day.
- iii) If the teacher being replaced does not have an assigned lunch supervision on the day he/she is being replaced but the occasional teacher is requested to do twenty (20) minutes of lunch supervision and agrees to do so, he/she will receive additional compensation of \$20.00.
- iv) If the part day assignment consists of only one teaching period an on-call or supervision may be assigned to the occasional teacher in which case he/she shall be compensated at one-half (1/2) the daily rate.

- c) Occasional Teachers who have two half-time assignments on the same day at different schools shall not be required to supervise during the student lunch interval even if the teacher being replaced is scheduled to do lunch supervision on that day.

**1.15 Elementary Schools**

A full day and part day of teaching in elementary schools shall consist of the following and be compensated as set out below:

- a) A full day of teaching in elementary schools of the Board shall mean a school day that begins with the commencement of the scheduled school day and ends with the finish of the regularly scheduled afternoon classes for students, subject to supervisory duties as set out in Article 23.

A teacher on a full day assignment shall teach according to the schedule of the teacher being replaced and supervise the assigned duties as to the posted schedule.

**ARTICLE 1: DEFINITIONS (continued)**

- 1.15 a) If the teacher on a full day assignment agrees to be assigned a twenty minute lunch supervision which is not scheduled for the teacher being replaced on that day, he/she shall be compensated \$20.00
- b) **Part Day Assignment – Morning/Afternoon**  
A half day of teaching in elementary schools of the Board shall mean that part of a regular school day
- i) that begins with the commencement of the scheduled school day and ends after the first (20) minutes of the student scheduled interval for lunch. If lunch supervision is part of the regular teacher's supervision as to the posted schedule, it is subject to the supervisory duties as set out in Article 23.  
If the lunch supervision is not part of the regular teacher's duty the Occasional Teacher if agreed may be assigned a lunch supervision and he/she shall be compensated \$20.00. If the occasional teacher chooses not to take this duty the placement would end at the end of the morning classes.
- ii) that begins with the end of the last twenty (20) minutes of the students' scheduled interval for lunch and ends with the finish of the last regularly scheduled classes for students. If lunch supervision is part of the regular teacher's supervision as to the posted schedule it is subject to supervisory duties set out in Article 23.  
If the lunch supervision is not part of the regular teacher's duty the occasional teacher if agreed may be assigned a lunch supervision and he/she shall be compensated \$20.00. If the occasional teacher chooses not to take this duty the placement would begin at the start of the regular scheduled afternoon classes.  
Occasional Teachers who have two half-time assignments on the same day at different schools shall not be required to supervise during the student lunch interval even if the teacher being replaced is scheduled to do lunch supervision on that day.
- 1.16 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.

## **ARTICLE 2: RECOGNITION**

- 2.01 The Board recognizes the Ontario English Catholic Teachers Association as the sole and exclusive bargaining agent for all Occasional Teachers employed by the Board.
- 2.02 The Board agrees to recognize the appointment of up to five (5) O.E.C.T.A. Occasional Local members as union stewards and one (1) Chief Steward. The Occasional Teacher President will notify the Supervisor of Human Resources – Academic of the appointments.
- 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. The committee shall not exceed four (4) members. The Occasional Teacher President will notify the Supervisor of Human Resources – Academic, the names of the Bargaining Unit Committee.
- 2.04 a) If negotiations take place during a school day, the Board shall pay the Occasional Teachers who are appointed by the Association for attendance at the negotiating meetings up to a maximum of five (5) days. The Board shall pay the Occasional Teachers in accordance with their rate of pay in effect at that time.
- b) In the event that the parties proceed to conciliation or mediation under the Ontario Labour Relations Act, the Board shall pay the Occasional Teachers in accordance with their rate of pay in effect at that time.
- 2.05 a) At that discretion of the Bargaining Unit, the Board shall grant the President a leave of absence from teaching duties to fulfill the responsibilities inherent to the office.
- b) The Board agrees to pay to the Local President or designate a maximum of .5 the salary equivalent to the Long-Term Occasional Rate and the Board's proportionate share of benefits. All additional costs shall be paid by the Local. An invoice for the additional costs shall be forwarded annually to the Local for payment.
- c) Board paid release time as per 2.05 a) shall be recorded on the appropriate weekly time sheet and submitted to payroll for payment. The Board shall recognize these days as teaching days for Article 18 and 19.
- 2.06 a) The Board recognizes that the President and designates of the Local may be required to be unavailable for teaching assignments due to Association business.
- b) The Board agrees that all days of Association release time shall be recognized as teaching days for Articles 18 and 19.

**ARTICLE 3: SEPARATE SCHOOL RIGHTS**

- 3.01 The provisions of the Agreement shall not be considered as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic and Protestant Separate School Boards under the Constitution Act, 1867 and the Constitution Act, 1982.

#### **ARTICLE 4: ASSOCIATION SECURITY**

- 4.01 Occasional Teachers shall become members of the Association from the first working day for the Board.
- 4.02 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 (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).
  - viii) Date of Seniority
- 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. The Board shall remit such changes to the Association within five (5) working days.
- c) By September 15th 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.
- 4.03 In addition to the Occasional Teachers' List, the Board shall provide the Association with the names of the emergency persons who are employed to replace regular teachers on a per diem basis when no Occasional Teacher is available for assignment. An amended list shall be provided to the Association by October 31 of each year and every month thereafter.
- 4.04 a) The Board shall notify the Association of all new Long-Term assignments.
- b) The Board shall provide the Association with a list of all people employed on Long-Term assignments by September 30th of each school year. The list shall include the name of the Occasional Teacher under Long-Term assignment, the name of the teacher being replaced, the school of employment and the duration of each contract.
- 4.05 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 the Windsor-Essex district 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) names and telephone numbers of the Local Executive and the Provincial Association.



**ARTICLE 4: CLAUSE 4 (continued)**

- 4.05 vi) all information and software as is necessary to access the Board's FirstClass 'BBS' system and computer generated forms.
- 4.06 The Board shall upon granting a Leave of Absence (Article 8) to an Occasional Teacher provide to the Association a copy of the correspondence to the Occasional Teacher confirming the leave.
- 4.07 The Board shall deduct from each pay of the Occasional Teacher the appropriate amount of dues as authorized by the Constitution of the Association.
- 4.08 All dues shall be forwarded to the Provincial Secretary-Treasurer of the Association. Such deductions shall be accompanied by a list indicating the Occasional Teacher's name, Social Insurance Number, the amount of dues deducted and the number of days paid.
- 4.09 The Association shall indemnify and save the Board harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of such deductions authorized by the Association.
- 4.10 The Board agrees to make available in each school a separate and clearly marked mailbox for Association correspondence.
- 4.11 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.

**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:
- i) maintain order, discipline and efficiency;
  - ii) hire, direct, classify, discharge, suspend or otherwise discipline Occasional Teachers subject to the provisions of this Agreement.
  - iii) 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.
  - iv) determine, alter and eliminate services, programs and courses offered;
  - v) determine the number of Occasional Teachers to be employed, subject to Article 11, the number of students to be allocated to a program, class size, and subject to be taught;
  - vi) 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 sixty (60) teaching days worked from the initial date of work for the Board.
- 5.05 The Board reserves the right to assign a suitably qualified person who is not on the Occasional Teachers List 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. The Board shall replace the person as soon as a qualified occasional teacher becomes available

## **ARTICLE 6: GRIEVANCE PROCEDURES**

- 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.
- 6.03 **Individual/Group Grievance**  
The grievor/grievors may be accompanied or represented by the Association at any or all steps of the Grievance/Arbitration Procedure.
- 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 Supervisor of Human Resources- Academic Staff. 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 Supervisor of Human Resources - Academic Staff 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 by the Association to the Supervisor of Human Resources- Academic Staff. 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 Supervisor of Human Resources- Academic Staff 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 Association may present the written grievance to the Director of Education. The Director shall meet the Association within ten (10) days. An Association representative shall attend the meeting and the grievor may also attend. 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, the Association may refer the grievance to Board of Arbitration within ten (10) working days after the decision is given in Step 3, but not thereafter. If no such written request is received within the time limit, then it shall be deemed to be abandoned.

**ARTICLE 6: GRIEVANCE PROCEDURES (continued)**

- 6.06 Association Policy Grievance - An Occasional Teacher Bargaining Unit policy grievance, which is defined as an alleged violation of this Agreement which affects more than one (1) Occasional Teacher, may be lodged by the Association or designate in writing with the Supervisor of Human Resources- Academic Staff 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 Arbitration.
- 6.07 Any notice required under this Article shall be in writing by registered mail, fax, 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 (1) person appointed by the Board, one (1) person appointed by the Association and a third person chosen by the other two (2) 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 a) Notwithstanding Article 7.02 a) Single Arbitrator may be agreed between the parties.
- b) If the parties have not reached agreement on the selection of a single arbitrator within fourteen (14) days following the decision to proceed to a Single Arbitrator, the parties shall apply to the Ministry of Labour to appoint a single arbitrator.
- 7.04 Notwithstanding Articles 7.02 and 7.03, either party may apply to the Ministry of Labour under Section 49 of the Ontario Labour Relations Act re Expedited Arbitration.
- 7.05 **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.
- 7.06 **Alternative Method of Selecting Chairperson** - Should the two (2) 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.
- 7.07 **Decision 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.
- 7.08 **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.
- 7.09 **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: LEAVE OF ABSENCE**

### **8.01 Leave of Absence - With Pay**

- 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 to a maximum of twenty (20) days. Paid sick leave days will be credited at the beginning of the assignment.
- b) 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 Supervisor of Human Resources –Academic Staff. Where the Board makes such a request and the physician charges a service fee, the Board shall pay for such fee upon remittance of the receipt.
- c) Where any long term-assignment is of less than one (1) month in duration, the number of paid sick days shall be pro-rated.

### **8.02 Bereavement Leave**

- a) 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, or sibling.
- b) A Long-Term Occasional Teacher shall be granted a one (1) day leave of absence with pay following the death of an aunt, uncle, in-laws, grandparents or grandchild.
- c) An additional day or days may be granted at the discretion of the Director of Education. Such day(s) may be with or without pay.

### **8.03 Examination or Graduation Leave**

- a) A Long-Term Occasional Teacher shall be granted a one (1) day leave of absence without loss of salary for the purposes of writing an examination leading to the advancement of qualifications.
- b) A Long-Term Occasional Teacher shall be granted a one (1) day leave of absence without loss of salary for the purpose of attending the graduation exercises of the occasional teacher.

### **8.04 Jury Duty, Subpoena or Quarantine**

- a) A Long-Term Occasional Teacher who is absent from a Long-Term Occasional teaching assignment by reason of a summons to serve on a jury, 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. In any event, the number of days shall not exceed ten (10) days.

### **8.05 Pregnancy/Parental/Adoption Leave**

- a) An Occasional Teacher who because of pregnancy or parental leave taken pursuant to the Employment Standards Act is unavailable for assignment, shall be granted a leave of absence without pay for the duration of the leave.

**ARTICLE 8: LEAVE OF ABSENCE (continued)**

- 8.05 b) Such Occasional Teacher shall be retained on the Occasional Teacher List in an inactive status for the period of such leave.
- c) In the event that an Occasional Teacher adopts a child, the same provisions as outlined in Article 8.05 a) and b) shall apply.
- d) The Board shall grant an extension of the parental leave where requested by the Occasional Teacher for a period not to exceed one (1) year.
- 8.06 Leave of Absence Without Pay
- a) The Board shall grant a leave of absence without pay to an Occasional Teacher for a period not to exceed six (6) months. Failure to return to work after the leave expires shall result in removal from the list.
- b) The Board shall place the Occasional Teacher in inactive status on the Occasional Teacher List.
- c) Application for such leave shall be made to the Supervisor of Human Resources— Academic Staff.
- d) In addition to the above Article 8.06 a), the Occasional Teacher may make application in writing to the Board for an additional leave of one (1) further year which may be granted by the Director of Education.
- e) Notwithstanding the above, where an Occasional Teacher requests a Leave of Absence pursuant to requirements for military service, such Occasional Teacher shall be granted the Leave of Absence. Further, the name of the Occasional Teacher shall be maintained on the Occasional Teacher List without loss of seniority until the military service requirements have been satisfied or the Occasional Teacher requests their name be removed from the List.
- 8.07 Association Leave
- a) An Occasional Teacher who is elected to the position of President of the Windsor - Essex Local of the Ontario English Catholic Teachers' Association shall, if the duties of the office are such that the President 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.
- b) The Windsor - Essex Local of the Ontario English Catholic Teachers' Association may, if it so chooses, designate one (1) Occasional Teacher to assist in Association Duties. If such Occasional Teacher thereby becomes unavailable for assignment due to Association business, the Occasional Teacher shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability.
- c) Such designation or placement in an inactive status as outlined in 8.07 a) and b) shall not exceed one (1) school year at a time.

**ARTICLE 8: LEAVE OF ABSENCE (continued)**

- 8.07 d) Where the Occasional Teacher is attending to Association business on a day-to-day basis, such absence shall not count as a refusal for the purposes of Article 12.



**ARTICLE 9: BENEFITS**

- 9.01 The Board agrees to pay 85% of the premiums for eligible Occasional Teachers for the following benefits:
- a) Life Insurance to the amount of \$15,000. The Occasional Teacher shall have the option to increase in increments of \$5,000 to a maximum of \$50,000 at their own expense.
  - b) Vision Care - \$250.00 per 24 month period.
  - c) Prescription Drug Plan - Plan 9 - \$7.50 dispensing fee cap
  - 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% reimbursement to a maximum of \$2,500 per annum per individual; and orthodontic services with a 50% reimbursement to a maximum of \$2,500 per lifetime per individual.
  - e) Semi-private hospital coverage.
- 9.02 Eligible Occasional Teachers shall mean Long-Term Occasional Teachers who have been in the same assignment for more than three (3) consecutive months and who have decided to enrol in the plans for the duration of the assignment.
- 9.03 The Board's obligation to pay for any teacher the premiums, or portions thereof, referred to in this Article shall not arise until the teacher has executed and returned to the Board any appropriate application forms. The coverage shall be effective the 1<sup>st</sup> day of the 4<sup>th</sup> month of the Long-Term assignment unless the assignment has been completed prior to the commencement date of benefits. The benefits will continue until the last day of the month in which the assignment ends. The employee's share of the premiums shall be paid by way of payroll deductions. If the employee chooses to enrol he/she must enrol in all of 9.01 a) to e).
- 9.04 The Board's share of the benefit premiums provided by 9.01 for an employee working less than full-time will be prorated in the same ratio as the part-time employment bears to full-time employment.

**ARTICLE 10: ACCESS TO RECORDS**

- 10.01 a) All Occasional Teachers shall have access to their personnel files upon written request. The Occasional Teacher's file will be examined in the presence of a person authorized by the Board. The Occasional Teacher, upon request, will be provided with a photocopy of any documents in the files.

Notwithstanding the above, the Association shall have, at the written request of an Occasional Teacher, access to the file of the Occasional Teacher in the presence of a person authorized by the Board.

- b) No negative material pertinent to an Occasional Teacher will be placed in his/her personnel file before the Occasional Teacher has had an opportunity to review the material. The Occasional Teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Occasional Teacher will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.
- c) If an Occasional Teacher disputes the accuracy of any fact contained in his/her file, he/she may request in writing the removal of the disputed material. If the information is removed, the appropriate Board official shall return the original document to the Occasional Teacher and shall notify all persons who received a report based on the inaccurate information. In the event that the Board refuses to remove the said material, the Occasional Teacher may file a grievance under the procedure outlined in the Agreement.
- d) After three (3) years, an Occasional Teacher may request the removal of any negative report in his/her file. Notwithstanding the denial of any such request, the weight and significance to be attached to the negative report shall be diminished over time. Negative reports of a minor nature shall be removed after three (3) years at the request of the Occasional Teacher.

## **ARTICLE 11: OCCASIONAL TEACHER LIST**

- 1 ■01 The Occasional Teacher list shall consist of an "A" List and a "B" List.  
The Occasional Teachers' "A" List shall be limited to 20% of the total number of teachers in the local Elementary and Secondary Teacher Bargaining Units of OECTA as of October 31<sup>st</sup> of each year.
- a) All Occasional Teachers on the Board's Occasional Teacher List as at April 13, 2005 (the date of ratification), including Occasional Teachers on leaves of absence, shall be placed and remain on the "A" List.
  - b) New Occasional Teachers shall be placed on the "B" list. Teachers on the "B" List shall move from the "B" list in accordance with seniority, but no teacher on the "B" list shall move to the "A" List until the complement of the "A" List is less than twenty (20) per cent of the Full Time Equivalent (FTE) total of Elementary and Secondary teachers in the employ of the Board.
  - c) Thereafter the Occasional Teachers "A" List shall be limited to twenty (20) percent of the total number of Teachers in the local Elementary and Secondary Bargaining Units of OECTA as of October 31<sup>st</sup> of each year.
- 11.02 Occasional Teachers who are in excess of the numbers required in Article 11.01 c) shall be removed from the "A" List at the end of the school year in order of seniority as defined in Article 14. For further clarification the least senior occasional teacher shall be transferred to the "B" list.
- 11.03 The Board may remove an Occasional Teacher's name from the Occasional Teachers List providing written notification has been sent to the Occasional Teacher and the Association five (5) working days prior to the intended removal:
- i) Due to just cause under Article 5.04 a).
  - ii) Upon alleged unsatisfactory performance provided in writing by two (2) or more principals to the Board and to the Occasional Teacher. The appropriate Supervisory Officer shall provide the Occasional Teacher with written notice of the decision of the Board.
  - iii) If the Occasional Teacher refuses two (2) or more assignments within a period of twenty (20) working days and does not provide reasonable grounds for refusing such assignments;
  - iv) If the Occasional Teacher cannot be contacted for assignments in the normal manner on two (2) occasions within twenty (20) working days.
  - v) If the Occasional Teacher fails to submit a properly completed Renewal Form in accordance with Article 13.
  - vi) Upon written notification of the resignation of an Occasional Teacher.

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

- 11.04 Except for Article 11.03 i), 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 Supervisor of Human Resources - Academic Staff 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 12: CENTRAL DISPATCH SYSTEM**

- 12.01 Calls made to the Occasional Teacher shall be through the Central Dispatch System only.
- 12.02 a) Calls to Occasional Teachers shall be on a continuous rotation first from the "A" list of Occasional Teachers, and if assignments cannot be filled from the "A" list, then the "B" list.
- b) Such lists 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.
- 12.03 a) Central Dispatch shall normally call Occasional Teachers for assignment between the hours of 6:00 p.m. and 9:00 p.m. and 6:00 a.m. and 8:00 a.m.
- b) Central Dispatch shall make a second attempt to contact an Occasional Teacher whose telephone line is busy on the first call.
- c) Where direct contact has been made the assignment will be given to the Occasional Teacher.
- d) Where no direct contact is made between 6:00 p.m. and 9:00 p.m. the notice of an 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 availability for the assignment. Failure to confirm will result in the Occasional Teacher being by-passed on the rotation list.
- 12.04 On days of an anticipated high number of assignments due to scheduled workshops, Assessment & Evaluation, etc. and when Central Dispatch determines, based on calls from regular teachers and Occasional Teachers, that the list of available Occasional Teachers will be exhausted, they may give two assignments to each Occasional Teacher per contact.
- Further, an Occasional Teacher who is only available for a half day assignment and declines the two assignments shall be given the half day assignment and shall not be deemed to have refused as per Article 11.03 iii).
- 12.05 Calls made to Occasional Teachers outside the hours set out in 12.03 a) shall not constitute a refusal or result in the loss of position in rotation.
- 12.06 The Occasional Teacher shall continue in the assignment for the days specified in the original call unless advised otherwise.
- 12.07 The Board and The Association recognize that:
- a) Priority shall be given to schools with early beginning times.
- b) That in cases of emergency the regular rotation system may be by-passed.
- c) Notwithstanding the above, no unqualified person shall be contacted until all Occasional Teachers have been contacted.

**ARTICLE 12: CENTRAL DISPATCH SYSTEM (continued)**

- 12.08 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 less than twenty-four (24) hours prior, the Occasional Teacher shall notify Central Dispatch directly.
- 12.09 a) The Board shall remit all relevant data to the Association within five (5) working days of receipt by the Board from Central Dispatch, but in any event, no less than bi-weekly.
- b) The Board shall remit relevant data to the Association concerning the use of Emergency Persons for casual assignments on a monthly basis.

Such data shall contain but not be limited to: the name of the emergency person(s), name of the teacher being replaced, division/subject area, school and date of the assignment.

- 12.10 The Board agrees to meet with the Association and the agent of Central Dispatch prior to the commencement of the school year to discuss issues and concerns.

**ARTICLE 13: OCCASIONAL TEACHER RENEWAL FORM**

- 13.01 a) An Occasional Teacher shall submit the Occasional Teacher Renewal Form no later than June 1st of the school year.
- b) 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.
- c) If an Occasional Teacher fails to submit a properly completed Renewal Form by June 1st of the school year, the Teacher shall be deemed to have resigned and his/her name shall be removed from the list.
- 13.02 All revisions to the Occasional Teacher Renewal Form and its attachments shall be mutually agreed upon by the Board and the Association.
- 13.03 The Board shall forward to each Occasional Teacher on the Board's List of Occasional Teachers as of May 1 of the current academic year the Occasional Teacher Renewal Form for the next academic year.
- 13.04 The Occasional Teacher Renewal Form shall include a listing of all elementary and secondary schools of the Board divided in six (6) Elementary and two (2) Secondary geographic Areas agreed to by the parties with the addition of St. Anne (French Immersion) Elementary School as an additional school with special status.

Further to the above, St. Anne (French Immersion) Elementary School shall not be recognized as a separate Area. However, Occasional Teachers may choose the school as an additional school to the minimum requirement of two (2) mandatory Areas required for casual teaching assignments.

- 13.05 a) Occasional Teachers shall choose to work in two (2) or more areas.
- b) All Occasional Teachers shall be available to work in all the schools within the elementary Area they select.
- c) All Occasional Teachers shall be available to work in at least two (2) secondary schools in each secondary Area they select.
- d) In the event an Occasional Teacher has not complied with 13.05 a), he/she will be deemed to have selected all Areas for which he/she is qualified.

**ARTICLE 14: SENIORITY**

- 14.01 a) The Board shall maintain a Seniority List of Occasional Teachers who are employed by the Board.
- b) The Board shall provide the Seniority List to the Association by October 30 of each year.
- 14.02 Seniority shall be recognized as the length of continuous employment as an Occasional Teacher with the Board commencing with the initial date of employment as an occasional teacher from the most recent date of hire.
- 14.03 Names of occasional teacher shall appear in order of the seniority date of employment by the Board to teach as occasional teachers.
- 14.04 a) Occasional Teachers who were employed by the former Windsor Roman Catholic Separate School Board or the former Essex County Roman Catholic Separate School Board shall maintain all seniority from the predecessor Boards.
- b) Where more than one (1) Occasional Teacher has the same initial date of employment, the Board shall notify the Association. The order of seniority of these occasional teachers shall be determined by lottery.
- 14.05 a) Occasional Teachers hired after January 1, 1998 shall have their seniority defined as continuous employment with the Windsor-Essex Catholic District School Board.
- b) Where more than one (1) Occasional teacher has the same initial date of employment, the Board shall notify the Association. The order of seniority of these occasional teachers shall be determined by lottery.
- 14.06 Effective September 1, 2000, Occasional Teachers employed by the Board between July 1 and August 31 of each year shall have the first day of the next academic year as their initial date of employment. The order of seniority of Occasional Teachers shall be determined by lottery.
- 14.07 Where the Board approves a leave of absence for an occasional teacher as per Article 8 or where an occasional teacher is contracted to the Board's Continuing Education program, years of continuous employment with the Board shall not be deemed to have been interrupted.



**ARTICLE 15: LONG-TERM ASSIGNMENTS**

- 15.01 The Association recognizes the right of the Board to assign the teachers it considers suitable for long-term assignments based on the qualifications and experience of the teachers, the grade and/or subjects to be taught, and other factors reasonable for the particular assignment. The following procedures shall be followed in making long-term assignments.
- a) For predetermined long term assignments of twenty (20) working days or less, assignments shall be made in alpha rotation based on the criteria set out above, first from the "A" list, then from the "B" list if the position cannot be filled from the "A" list.
  - b) i) For predetermined or posted long term positions over twenty (20) working days, the Principal shall recommend to the Superintendent of Human Resources or designate three preferred candidates who meet the above criteria for the position. Candidates must be chosen from the "A" list unless there are no available suitable candidates who meet the criteria, in which case a candidate(s) from the "B" list may be recommended. Before an assignment is made from the "B" list, the Superintendent shall consult with the Unit President.
    - ii) The Superintendent of Human Resources or designate shall interview the referred candidates based on relevant factors, including qualifications and experience, set out above. Where, in the opinion of the Superintendent/designate based on the factors relevant for the particular assignment, two or more candidates are relatively equal, the position shall be awarded to the candidate with the most seniority.
- 15.02 To be eligible for a long-term assignment an Occasional Teacher must 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 the renewal form or application in accordance with Article 13.01.
  - iii) the Occasional Teacher has completed ten (10) teaching days or have been on the Occasional Teacher list forty (40) days, whichever first occurs, provided that if there are not sufficient applicants with these criteria to meet the Board's needs, or with the qualifications necessary for the positions available, the Board may assign long-term contracts to teachers who do not meet these criteria.
- 15.03 A refusal of any long-term assignment by an Occasional Teacher shall not prejudice his/her right to future long-term positions as they become available in the current school year.
- 15.04 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 Article 15.04 a), where any predetermined long-term position is accepted by an Occasional Teacher and the assignment does not continue beyond forty (40) teaching days, the Occasional Teacher shall be deemed eligible for a second predetermined long-term assignment.

**ARTICLE 15: LONG-TERM ASSIGNMENTS (continued)**

- 15.04 c) Notwithstanding Article 15.04 a), where the Board has followed the procedures as outlined in Article 16 and is unable to fill a long-term assignment with an Occasional Teacher meeting the qualifications posted for the position, the Board may offer an eligible Occasional Teacher a second predetermined long-term assignment.
- 15.05 In the event that a teacher returns to active duty earlier than the end of the assignment date, the Long-Term Occasional Teacher shall receive a minimum of two (2) days notice of the date that the assignment is ending.
- 15.06 An Occasional Teacher who must withdraw from a long-term assignment shall, where possible, provide the Board a minimum of two (2) days notice in writing of the date of withdrawal and the reason(s) for the withdrawal.
- 15.07 In the event that an Occasional Teacher must withdraw from a long-term assignment, such action shall not prejudice his/her right to subsequent long-term assignments as they become available.
- 15.08 When confirming a long-term assignment, the Board shall provide for the Occasional Teacher:
- i) the Posting number of the pre-scheduled long term assignment or identify it as an unscheduled long-term assignment
  - ii) the name of the school for the assignment
  - iii) the name of teacher being replaced
  - iv) the duration of the assignment

## **ARTICLE 16: POSTINGS FOR LONG-TERM ASSIGNMENTS**

- 16.01 a) Predetermined or intermittent ~~pre-determined~~ assignments shall be posted in the Board's schools, Central Office and sub-offices. A copy of all postings shall be mailed to the Local President and to the Provincial Office.
- b) Predetermined or intermittent ~~pre-determined~~ assignments which occur between June 15th and the Friday following the Civic Holiday of August shall be posted on one (1) or more lists. Such Postings shall be made available to the Occasional Teachers commencing the Monday of the next week in August and remain in place for the next seven (7) days. Posting notices shall be made available to Occasional Teachers at the Board Office, in the secondary schools and on the Board's FirstClass "BBS" system in the Teachers' Postings folder. Copies will be available in those locations.
- c) The Board shall not be required to post positions which become known after the first week of August and which commence during the first two (2) weeks of school. The Board shall appoint Occasional Teachers from the eligible Occasional Teachers on the Occasional Teacher List as of the first week of August. Eligible teachers shall only be those eligible for the August posting.
- d) All postings shall be directed: TO THE ATTENTION OF THE PRINCIPAL in all of the Board's schools.
- e) All postings shall remain posted and visible in all schools of the Board for five (5) working days.
- f) All applicants for pre-scheduled long-term assignments shall use the Occasional Teacher Application for Long-Term Assignments. All applications shall be received by the Supervisor of Human Resources/Academic by 12:00 noon of the date given on the posting.
- g) The successful candidate shall be chosen in accordance with Article 15.01.
- h) The Board shall notify the Association and the successful applicant within forty-eight (48) hours of the selection.
- i) The Board shall report to the Association the status of Long-Term assignment(s) given to an occasional teacher by reporting the following criteria for all applicants for a position:
- i) qualifications
  - ii) seniority
- 16.02 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 in accordance with Article 16.01, the Board shall review the list of eligible Occasional Teachers according to Article 15.04 and assign the Long-Term contract without posting the position. The Board shall notify the President of the Local with a copy to Provincial that the assignment has been made.
- 16.03 Postings for all long-term assignments shall include the following information:
- i) the name of the school and school principal where the assignment will be.

**ARTICLE 16: POSTINGS FOR LONG-TERM ASSIGNMENTS (continued)**

- 16.03 ii) for assignments at elementary schools, the grade(s) and or specific subject(s) of the long-term assignment.
- iii) for assignments at secondary schools, the number of teaching periods and any additional classes for which the regular teacher is scheduled
- 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 including specific dates for intermittent long-term assignments.
- vi) the name and address of the Supervisor of Human Resources - Academics.
- vii) notice that the POSTING is being copied to the President of the Local and the provincial office.
- viii) the date by which all applications for the assignment must be received by the Supervisor of Human Resources – Academic Staff.
- 16.04 Where an Occasional Teacher has completed three (3) or more days of consecutive teaching for a teacher and such Teacher returns for three (3) days or less, 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 the eleven (11) day period for a long term contract eligibility.
- 16.05 a) In the event the absence of a regular 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.
- b) 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 will become long term, the Board may:
- i) leave the casual occasional teacher in the position or
- ii) post the position in accordance with Article 16.01 of the Agreement, in which case the casual occasional teacher shall remain in the assignment until the posting is filled.

**ARTICLE 17: NEW AND/OR VACANT STATUTORY TEACHING POSITIONS**

- 17.01 All Occasional Teachers shall have the opportunity to apply for new and/or vacant regular teaching positions with the Board.
- 17.02 a) All applications for new and/or vacant regular teaching positions with the Board shall be actively considered for one year from the date of receipt.
- b) Notwithstanding the above, Occasional Teachers who have applied for full time teaching positions with the Board shall by March 1 of each academic year:
- i) Advise the Board in writing of their intention to keep their application active for the next academic year.
  - ii) Submit documentation of additional qualifications received since their initial application.
- 17.03 Occasional Teachers shall only be required to submit an updated Pastoral Letter of Reference upon being hired to a full time teaching position with the Board.
- 17.04 Such applicants may be granted an interview in accordance with the usual practice of the Board's selection committee.
- 17.05 a) Teachers on the Occasional Teachers' List who have been interviewed and recommended for a regular teaching position but not hired at that time will be given first consideration for future openings for which they are qualified and suitable.
- b) Following a request in writing, Occasional Teachers who have applied unsuccessfully for three consecutive years for regular teaching positions shall be granted an interview with the Superintendent of Human Resources to discuss their status and prospects.

**ARTICLE 18: REMUNERATION**

- 18.01 a) Effective September 1, 2004, Casual Occasional Teachers shall be paid a daily rate which is equivalent to 95.0% of Category A1, 0 years in the Elementary Teachers' Collective Agreement, divided by 190.
- b) The daily salary rate for Casual Occasional Teachers shall include vacation and statutory holiday pay.
- 18.02 a) A Long-Term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board's teachers. The daily rate shall be calculated at 1/194 of the applicable grid rate.
- b) Payment of the Occasional Teacher's salary shall be retroactive to the first day of the long-term occasional assignment.
- c) Category placement on the grid will be determined in accordance with the current Q.E.C.O. Programme 5. The grid rates shall include holiday pay and vacation pay.
- d) Placement on the salary grid shall be in accordance with the Long-Term Occasional Teacher's teaching experience and category placement.
- 18.03 An Occasional Teacher replacing a part-time Teacher shall be paid pro-rated in accordance with 18.01 and 18.02 as applicable.
- 18.04 Occasional Teachers shall be paid by direct deposit in accordance with the pay dates of the teachers.

**ARTICLE 19: EXPERIENCE**

- 19.01 a) No one in the Bargaining Unit as at the date of this agreement shall be adversely affected by this provision for the purpose of grid placement on long-term occasional assignments.
- b) For new hires after September 1, 2004 experience for Occasional Teachers' who have experience credits under 19.01 a), experience shall be calculated as follows:
- i) Recognized teaching experience shall mean previous elementary or secondary teaching experience as an Occasional or Part X.1 Teacher at a Board or educational institution recognized by the Board.
  - ii) The Board will recognize 190 full days of occasional teaching as constituting one year of recognized teaching experience.
  - iii) Occasional Teachers on a Long-Term Occasional Teaching assignment shall be placed on the appropriate grid with the experience they have as at September 1 of the school year in which the assignment is made.
  - iv) For the purpose of experience credit the equivalent of 190 full teaching days taught equals one year credit

- c) i) The Board will recognize that an Occasional Teacher shall accumulate part year(s) of experience as follows:

Where the number of days taught is not equal to 190, residual days taught shall accumulate to be recognized at the next successive level:

- |              |                                     |
|--------------|-------------------------------------|
| 0-79 days    | – no additional year of experience  |
| 80-159 days  | – 0.5 additional year of experience |
| 160-190 days | – 1 additional year of experience   |

- ii) uncredited days will accumulate from year to year

19.02 By July 31 of each year, the Board shall forward to all Occasional Teachers notice of the total number of days worked as an Occasional Teacher during the past school year.

19.03 No Occasional Teacher employed by the Board as at the date of ratification of this Agreement shall suffer a loss of experience or salary as a result of the above calculations.

19.04 It is recognized that the Board may require written verification of teaching experience with other School Boards.

**ARTICLE 20: REPORTING PAY**

- 20.01 a) An Occasional Teacher who reports for a half-day assignment as a result of an error by Central Dispatch and if no alternate assignment is offered to him/her at another school, shall remain at the school and be paid the appropriate one-half day's pay for casual Occasional Teachers.
- b) An Occasional Teacher who reports for a full-day assignment as a result of an error by Central Dispatch and if no alternate assignment is offered to him/her at another school, shall remain at the school and be paid the appropriate day's pay for casual Occasional Teachers.
- c) An Occasional Teacher that remains at a school in lieu of an alternate assignment through Central Dispatch shall only be assigned teaching related duties.
- d) Where an alternate assignment is offered at another school, the Occasional Teacher shall be paid the approved travel to the next school at the current travel rate approved by the Board.



**ARTICLE 21: TRAVEL ALLOWANCE**

- 21.01 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 shall be paid at the current travel rate for the approved travel.
- 21.02 Where an Occasional Teacher's assignment is to replace two teachers for two half-day assignments on the same day at two schools, the Occasional Teacher shall be paid the approved travel to the next school at the current travel rate approved by the Board.

**ARTICLE 22: PROFESSIONAL ACTIVITY DAYS**

- 22.01 a) A Long-Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day shall be required to participate in the scheduled professional activities and shall be paid for such day.
- b) All other Occasional Teachers may request information concerning and participate at all Professional Activity days. Those wishing to attend shall notify the appropriate personnel at the Board, school or as indicated in the posting.
- c) The Occasional Teacher shall be responsible for costs incurred at the same rate as Teachers who are participating in the elementary and secondary bargaining units and shall not be paid subject to 22.01 a).
- 22.02 The dates and content of scheduled workshops and Professional Activity Days shall be provided to the Local President at the same time as it is distributed to school principals and other teaching staff.
- 22.03 a) Each year, the Board shall hold one paid half-day of professional development for Occasional Teachers.
- b) The Board shall consult with representatives of the Association with respect to the scheduling of the Professional Development Day and the agenda.

**ARTICLE 23: WORKING CONDITIONS**

- 23.01 The Occasional Teacher may be assigned teaching duties or supervisory duties during any period when the teacher being replaced has departmental administration periods.
- 23.02 A Casual Occasional Teacher shall not be required to assume supervision duties prior to commencement of classes on the first day of an assignment.
- 23.03 An Occasional Teacher shall be provided a handbook at the school containing all the appropriate information needed to effectively fulfill their assignment. This shall include but not be limited to school staff, policies, daily plans and other information determined by the Board in consultation with the Association.
- 23.04 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.
- 23.05 Each Occasional Teacher shall be assigned only the regularly scheduled supervision duties and workload of the teacher being substituted subject to 23.01 and 23.02.

**ARTICLE 24: HEALTH AND SAFETY**

24.01 The Local shall designate a member of the Local and an alternate member to represent Occasional Teachers on the Joint Occupational Health & Safety Committee of the Board. The role and responsibilities of the representative shall be set out in the "Terms of Reference for the Structure and Function of the Committee".

**ARTICLE 25: CRIMINAL BACKGROUND CHECKS**

- 25.01 It is recognized that the Board is required by Ontario Regulation 521/01 to collect Criminal Background Checks on all existing and new Occasional Teachers.
- 25.02 It is recognized that the Board is required by Regulation 521/01 to collect annual Offence Declaration Forms from employees commencing September 1, 2003. Further, it is agreed that Occasional Teachers shall be treated as teachers assigned to one school for each year.
- 25.03 The Board shall retain all Criminal Background Checks and the annual Offence Declarations in a locked and secure location using confidentiality standards that comply with the recommendations of the Privacy Commission and the Ontario Provincial Police.
- 25.04 The Criminal Background Checks and the annual Offence Declaration Forms shall constitute a condition of employment. Failure to provide the annual Offence Declaration Form may result in the Occasional Teacher being suspended for the Board's List pending submission of the document.

**ARTICLE 26: DURATION OF AGREEMENT**

- 26.01 This Agreement shall have effect from the 1st day of September, 2004 to the 31st day of August, 2006 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.
- 26.02 Any notice given under this Agreement shall be deemed given and received as of the working day immediately following the date of mailing.

**ARTICLE 27: DISTRIBUTION OF AGREEMENT**

- 27.01 The Board shall print and distribute copies of this agreement to all Occasional Teachers in its employ within sixty (60) days of ratification by the Board and the Association.
- 27.02 New Occasional Teachers will receive a copy of this Agreement with notification of placement on the Occasional Teachers List by the Board.
- 27.03 The Board shall provide a copy of this Agreement to every school for reference.

**ARTICLE 28: SIGNATURES**

28.01 **IN WITNESS** HEREOF, the parties hereto have cause this Agreement to be signed in their respective names by their respective representatives duly authorized on their behalf, this 13<sup>th</sup> day of April, 2005.

For the Board

For the Association

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**LETTER OF UNDERSTANDING – HIRING TO NEW/VACANT POSITIONS**

When the Board is hiring Teachers to fill new or vacant positions in the Elementary or Secondary Panels, at least 40% of such positions shall be filled from teachers on the Occasional Teachers " A.

**LETTER OF UNDERSTANDING– PERFORMANCE APPRAISAL PROCEDURE FOR OCCASIONAL TEACHERS**

The Performance Appraisal document attached as Appendix A will be utilized for appraisals of long-term occasional teachers.

## **LETTER OF INTENT – ASSESSMENT AND EVALUATION DAYS**

1. OECTA agrees that occasional teachers may be scheduled in “blocs” of five days in a particular school for the purpose of replacing teachers receiving contractual relief from instructional duties for the purposes of assessment and evaluation days.
2. It is understood and agreed that the assignment of “5 day bloc” assignments shall be done on a rotational basis as per Article 12 of the collective agreement. It is further understood that the distribution of “5 day bloc” assignments shall be distributed evenly among the teachers on the occasional teacher list and that upon completion of the school year there shall be an equity of “5 day bloc” assignments between teachers to the extent possible.
3. Notwithstanding 1 and 2 above it is agreed that any occasional teacher may refuse a “5 day bloc” assignment. Such teachers shall be assigned according to the provisions of the collective agreements for alternative placements which may exist. The Board shall take no action against such teachers as a result of refusing such assignment nor shall OECTA make any claim for compensation for missed work opportunities resulting from such refusal.
4. Principals shall provide a schedule to each occasional teacher, upon commencement of the assignment, indicating the name(s) of the teachers they will be replacing each day of the “5 day bloc” assignment.
5. It is agreed that occasional teachers shall be given the regular teaching, preparation and supervision timetable of the teacher being replaced on each day of the “5 day bloc” assignment with the exception that the replacement of each teacher shall be recognized as a separate assignment and except that in the event of an emergency where no other regular teacher is available, occasional teachers shall be assigned supervision duties as per Article 23.02 of the collective agreement.
6. OECTA will request that the occasional teachers waive their regular divisions of availability P/J/I divisions as per 12.02 b) for the purposes of “5 day bloc assignments”. An occasional teacher so assigned shall not be the subject of a complaint based on the criteria of teaching outside of their area of qualification.
7. The Board shall pre-schedule the “5 day bloc” assignments as per Article 12.02 as soon as the scheduling for in-school assessment and evaluation days has been determined.

**LETTER OF JD - IV (SI) DAYS**

Notwithstanding Article 12.02 of the collective agreement, the parties agree that, on scheduled workshop days where KelCom determines, based on other absence calls from regular teachers and Occasional Teachers, that the availability of Occasional Teachers will be exhausted, they may give two assignments to each Occasional Teacher per contact. Each assignment is a half-time assignment governed by Article 1.14, 1.15 and 23.

**SCHEDULE A: AREA DIVISIONS FOR OCCASIONAL TEACHERS**

ELEMENTARY AREA DIVISIONS FOR OCCASIONAL TEACHERS

Area 1 (Riverside, Forest Glade, East Windsor)

1. L. A. Desmarais
2. W. J. Lanlois
3. H.J. Lassoline
4. H. B. McManus
5. St. Alexander
6. ST. Bernard
7. St. Jules
8. St. Maria Goretti
9. St. John Vianney
10. St. Rode
11. St. Thomas
12. St. Wilfred
13. Our Lady of Lourdes

Area 2 (West Windsor/South Windsor)- west of Dominion)

1. St. Francis
2. St. James
3. St. John
4. Sacred Heart
5. Glengarda
6. Christ the King
7. Notre Dame
8. Our Lady of Mount Carmel
9. St. Gabriel
10. St. Patrick

Area 3 (Downtown/Walkerville - east of Dominion)

1. Our Lady of Perpetual Help
2. St. Angela
3. Immaculate Conception
4. St. Andrew
5. St. Christopher

Area 4 (Essex, Maidstone, Kingsville and Leamington)

1. St. Mary
2. Holy Name
3. St. John de Brebeuf
4. St. Louis
5. Queen of Peace

**SCHEDULE A: AREA DIVISIONS FOR OCCASIONAL TEACHERS (continued)**

ELEMENTARY AREA DIVISIONS FOR OCCASIONAL TEACHERS (continued)

Area 5 (Stoney Point, Tecumseh, St. Clair Beach, Belle River, Woodslee, Emeryville)

1. Our Lady of the Annunciation
2. St. Pius X
3. St. Peter
4. St. Gregory
5. St. William
6. St. John the Baptist
7. St. John the Evangelist

Area 6 (Amherstburg, River Canard, Malden, Harrow, LaSalle)

1. St. Bernard
2. Stella Marais
3. St. Joseph
4. St. Theresa
5. St. Anthony
6. Sacred Heart
7. Holy Cross

SECONDARY AREA DIVISIONS FOR OCCASIONAL TEACHERS

Area 7 (County Secondary Schools)

1. St. Anne
2. Cardinal Carter
3. St. Thomas of Villanova

Area 8 (City Secondary Schools)

1. Assumption
2. St. Joseph
3. Holy Names
4. F.J. Brennan
5. Catholic Central
6. St. Michael

**NOTE:** St. Anne French Immersion is not an individual Elementary School Area but may be chosen as an additional school to any Area.

## **APPENDIX A: A PERFORMANCE APPRAISAL DOCUMENT**

### **PERFORMANCE APPRAISAL PROCEDURE FOR LONG-TERM OCCASIONAL TEACHERS**

#### **Aims of the Performance Appraisal**

1. To provide quality education through their professional and personal growth of teaching staff
2. To encourage and maintain high performance standards for all educators
3. To facilitate collaboration among educators
4. To support and develop the confidence of educators
5. To encourage professional development thus promoting job satisfaction
6. To provide an objective information base to support and substantiate the educational policies of the Board

#### **Objectives of the Performance Appraisal**

1. To promote effective delivery of programs and services to students
2. To promote professional growth and development of educators
3. To provide effective performance of all teaching staff
4. To provide occasional teachers on long-term assignments exceeding three months duration, clear statements of their level of performance
5. To provide opportunities for professional growth/development for occasional teachers who are experiencing serious difficulties in meeting their professional responsibilities
6. To provide information with respect to the accountability of education as it is delivered in the Windsor-Essex Catholic District School Board

#### **Process for the Performance Appraisal**

1. Administrators are solely responsible for the Performance Appraisal of all occasional teachers. No member of any OECTA bargaining unit shall participate in the evaluation.
2. Only occasional teachers on long-term assignments exceeding three (3) months shall be involved in the Performance Appraisal.
3. Co-curricular activities shall be excluded from the scope of the Performance Appraisal
4. A minimum of ten (10) days notice of the day and time of the Performance Appraisal shall be given to the occasional teacher at a mutually agreeable date and time.
5. The Board shall endeavour to provide the occasional teacher with opportunities to discuss strengths and areas for improvement indicated through the Performance Appraisal.
6. The Board shall immediately disclose to the Bargaining Unit the name of any member who receives an 'unsatisfactory' performance appraisal or who is placed on "review" status.
7. The Board and the Bargaining Unit agree to keep all matters regarding performance appraisal confidential.
8. The performance appraisal plan shall include only the requirements and 'look-fors' prescribed by Regulation 99/02 and the Teacher Performance Appraisal Manual.
9. a) A Teacher shall receive a written report within five (5) days of the post conference.  
b) An evaluated Teacher shall have 48 hours to review, sign and make written comments on the report.

**APPENDIX A: A PERFORMANCE APPRAISAL DOCUMENT (continued)**

**Windsor-Essex Catholic District School Board  
PERFORMANCE APPRAISAL for Long - Term Occasional Teachers**

Occasional Teacher: \_\_\_\_\_ Seniority Date as Occasional Teacher: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

Type of Long-term Assignment:     Pre-scheduled             Non-scheduled

Period of Long-term Assignment:    From: \_\_\_\_\_ to \_\_\_\_\_

**PERFORMANCE RATING**

**Exemplary:**            Performance that consistently exceeds the expectations for the set of competencies

**Good:**                    Performance that consistently meets the expectations for the set of competencies

**Satisfactory:**        Performance that does not always meet all the expectations for the set of competencies  
Performance should be improved.

**Unsatisfactory:**    Performance that does not meet the expectations for the set of competencies  
Performance must be improved.

\* Instructions to the Appraiser: A comment must be provided for each competency.



**APPENDIX A: A PERFORMANCE APPRAISAL DOCUMENT (continued)**

**CLASSROOM MANAGEMENT**

	<b>EXEMPLARY</b>	<b>GOOD</b>	<b>SATISFACTORY</b>	<b>UNSATISFACTORY</b>
Maintains established routines				
Specifies classroom expectations				
Demonstrates classroom management strategies				
Maintains effective classroom control				

**INSTRUCTION**

	<b>EXEMPLARY</b>	<b>GOOD</b>	<b>SATISFACTORY</b>	<b>UNSATISFACTORY</b>
Demonstrates ability to plan, organize and execute daily plans				
Demonstrates knowledge of curriculum				
Uses a variety of sources and resources				
Employs effective teaching strategies				
Motivates students				
Meets individual students needs				
Plans appropriate learning activities				
Prepares follow-up activities				
Teaches with enthusiasm				
Shows initiative				
Conducts on-going assessment of students' progress				
Evaluates students' achievement and reports to pupils and parents as necessary				

**APPENDIX A: A PERFORMANCE APPRAISAL DOCUMENT (continued)**

**INTERACTION**

	<b>EXEMPLARY</b>	<b>GOOD</b>	<b>SATISFACTORY</b>	<b>UNSATISFACTORY</b>
Employs effective communication skills (i.e. school administration, parents, students)				
Collaborates with other teachers and school colleagues				
Creates and sustains learning communities in the classroom and in the school				
Enhances the learning, pupil achievement, and school programmes				
Completes assigned responsibilities				
Is punctual to respond to all requests and schedules				

**PERSONAL & PROFESSIONAL CONDUCT**

Professional attitude (e.g. reliability, responsibility, punctuality)				
Flexibility/Adaptability (e.g. managing the unexpected)				

**APPENDIX A. A PERFORMANCE APPRAISAL DOCUMENT (continued)**

**Overall Performance Rating of the Long-Term Occasional Teacher**

Exemplary       Good       Satisfactory       Unsatisfactory

**Principal/Vice-Principal Summary Comments/ Suggestions on the Performance Appraisal (optional):**

Principal/  
Vice-principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Occasional Teacher's Summary Comments on the Performance Appraisal (optional):**

Occasional Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature indicates that you have read and received a copy of this report.

Distribution:      Original to Human Resources (for personnel file)  
Cc:      Principal/Vice-Principal  
Occasional Teacher