



## **AGREEMENT**

**Between**

**LONDON DISTRICT CATHOLIC SCHOOL BOARD**

**and**

**ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION  
REPRESENTING THE LONDON OCCASIONAL TEACHERS  
EMPLOYED BY THE BOARD  
IN JUNIOR KINDERGARTEN TO GRADE 12  
AND INCLUDING  
CONTINUING EDUCATION**

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



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**EMPLOYED BY THE BOARD**  
**IN JUNIOR KINDERGARTEN TO GRADE 12**  
**AND INCLUDING**  
**CONTINUING EDUCATION**  
(hereinafter called the “Association”)

**The mission of the  
London District Catholic School Board**

**Is:**

To serve the Catholic student in a community that nurtures a living faith and provides a quality Catholic education that enables the individual to become a contributing member of the Church and society.

**The mission of the  
Ontario English Catholic Teachers' Association**

**Is:**

Recognizing our uniqueness as teachers in Catholic schools, we are an Association committed to the advancement of Catholic education. As teacher advocates we provide professional services, support, protection and leadership.

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**The London District Catholic School Board and London District O.E.C.T.A. Occasional Teachers are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.**

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**ARTICLE 1: DEFINITIONS**

- 1.01 (a) **Assignment:** Shall mean a daily assignment or consecutive daily assignment or consecutive daily assignments as a substitute for a regular teacher.
- (b) **Casual Occasional Teacher:** Shall mean any Occasional Teacher employed by the Board to teach on a day to day basis for a period of ten (10) or less consecutive days.
- (c) **Continuing Education Teacher:** Shall mean a regular teacher employed to teach a continuing education credit course.
- (d) **Home Instruction Teacher:** Shall mean an Occasional Teacher employed on an hourly basis to teach a student who is unable to attend regular class(es) for a temporary period of time.
- (e) **Long-Term Occasional Teacher:** Shall mean an Occasional Teacher who has worked for a period of more than ten (10) consecutive teaching days as a replacement for a regular teacher on the same assignment.
- (f) **Occasional Teacher:** Occasional Teacher as defined in the Education Act:  
*s.1.1: “For the purposes of this Act, a teacher is an Occasional Teacher if he or she is employed by a board to teach as a substitute for a teacher or temporary teacher who is or was employed by the board in a position that is part of the regular teaching staff including continuing education teachers but*  
*(a) if the teacher substitutes for a teacher who has died during the school year, the teacher’s employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and*  
*(b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher’s employment as a substitute for him or her shall not extend past the end of the second school year after his or her absence begins”.*
- (g) **Regular Teacher:** Shall mean a teacher as defined in the Education Act, Part X.1, s. 277.1: “Part X.1 teacher means a teacher employed by a board to teach but does not include a supervisory officer, a principal, or an instructor in a teacher-training institution”.

- 1.02 (a) Each long-term Occasional Teacher shall have a dated “Long-Term Occasional Contract of Employment” specifying the assignment, its anticipated duration and salary. A true copy of such contract shall be rendered to the Occasional Teacher. Failure by the Board to render such contract does not remove the Occasional Teacher’s rights under 1.01(e).
- (b) In the event that the Long-term Occasional Teacher’s Contract of Employment is to be terminated prior to the original termination date, the long-term Occasional Teacher shall be given five (5) teaching days notice or five (5) days pay in lieu of notice.
- (c) In determining whether an Occasional Teacher is a long-term Occasional Teacher, the Board shall not regard professional development days or statutory holidays or early school closing days as breaking the consecutiveness of the teaching days involved, but a statutory holiday shall not be regarded as a teaching day.
- 1.03 When the context so requires, the singular shall include the plural.

**ARTICLE 2: RECOGNITION**

- 2.01 The Board recognizes the Ontario English Catholic Teachers’ Association as the exclusive bargaining agent for all occasional teachers employed by the Board.

**ARTICLE 3: SCOPE**

- 3.01 No regular teacher as defined in Article 1.01(g) 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.
- 3.02 Continuing education teachers shall normally be replaced when absent through the continuing education teacher roster. Notwithstanding the above, where no continuing education teacher is available from the roster, an Occasional Teacher shall be assigned as a replacement teacher unless no Occasional Teacher is available.

**ARTICLE 4: NO DISCRIMINATION**

- 4.01 There shall be no discrimination by the Board or the Association or any Occasional Teacher against any Occasional Teacher because of membership in the Association or lawful activity of the Association.

**ARTICLE 5: ASSOCIATION DUES**

- 5.01 The amount of union dues to be deducted monthly shall be determined by the Association in accordance with its constitution and the Board shall be advised in writing of the amount of such dues. The Association shall provide in writing reasonable notice to the Board of any change in the monthly deductions.
- 5.02 The amount of union dues deducted in accordance with clause 5.01 shall be remitted to the General Secretary of the Association in a timely manner as per the mutually arranged schedule with OECTA Provincial. Remittances shall be accompanied by a computer listing indicating the Occasional Teachers’ name, social insurance number, and the amount of dues deducted.

5.03 The O.E.C.T.A. shall indemnify and save the Board harmless from any claims, suits, attachments, or other form of liability as a result of such deductions authorized by the O.E.C.T.A.

5.04 The Board shall deduct the same amount of union dues for the uncertified/unqualified persons on a letter of permission and Section 21 replacement persons, who may be required to perform occasional teaching assignments.

**ARTICLE 6: ASSOCIATION REPRESENTATION**

6.01 The Association may appoint or otherwise select a bargaining committee of not more than four (4) members. Such committee shall represent the Association in all negotiations with the representatives of the Board in the settlement of a collective agreement.

6.02 Where a prospective long-term Occasional Teacher is required to attend negotiation meetings during the ten (10) day period required to qualify for a long-term occasional position, the days(s) spent at negotiation shall be considered as teaching day(s) for the purpose of accumulating the above-mentioned ten (10) teaching day period.

6.03 The Board shall pay up to twelve (12) days in the aggregate in order that Occasional Teachers may represent the Association in collective bargaining with the Board. The per diem rate set out in the collective agreement shall apply unless the Occasional Teacher is in a long-term occasional contract on the date of negotiations in which case the long-term Occasional Teacher will be granted leave from the assignment with no loss of pay.

6.04 The Association shall notify the Board in writing of names of the officers and members of the Bargaining Committee and of any changes therein from time to time.

**ARTICLE 7: ASSOCIATION BUSINESS**

7.01 All Occasional Teachers employed with the Board shall become members of the Association.

7.02 All correspondence between the Board and the Local Occasional Teachers Bargaining Unit arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Human Resources Services, or designate, and the President of the Local Occasional Teachers Bargaining Unit with a copy to the Association.

7.03 The bulletin board in each school shall be made available to the Association and the Association shall have the right to post notices subject to the prior approval of the school principal.

7.04 The Board shall supply the local Association with an up-to-date list of members on September 1st and thereafter upon request but not more frequent than once per month.

**ARTICLE 8: JUST CAUSE**

8.01 All Occasional Teachers shall have a probationary period of sixty (60) working days.

8.02 No Occasional Teacher shall be demoted, disciplined or discharged without just cause.

8.03 Notwithstanding Article 8.02, where an Occasional Teacher who has not completed sixty (60) days of teaching is disciplined or discharged, and such action is challenged in Arbitration, a lesser standard of just cause shall be applied by the Arbitrator.

#### **ARTICLE 9: LEAVES OF ABSENCE**

##### ***With Pay***

9.01 The Board shall provide the following leaves of absence with pay for long-term Occasional Teachers:

- (a) (i) A long-term occasional teacher shall be credited at the beginning of the assignment with two (2) days of sick leave credit for each twenty (20) teaching days of the long-term occasional assignment. At the end of the long-term occasional teaching assignment any outstanding sick leave credits shall be retained for the duration of that school year for use in subsequent long-term occasional or probationary assignments in that school year.
- (ii) An Occasional Teacher's accumulated sick leave days shall be available for the duration of the long-term assignment.
- (iii) The Senior Administrator, Human Resources Services or designate may require medical certificates to substantiate any sick leave absence and the teacher shall immediately comply with any such request. Any such medical certificate must be endorsed by a qualified Medical Physician and must indicate the date the Employee was seen by the Doctor, the anticipated date of return to normal duties, an indication as to whether the Employee is under continuing medical treatment and any work restrictions, which prevent the Employee from fulfilling the normal duties of the assignment. For the convenience of the teacher, a template form will be available through the School.
- (b) Up to three (3) days bereavement leave for the purpose of attending or making funeral arrangements shall be granted to a long-term Occasional Teacher who is scheduled to work and is at work when a death occurs in the long-term Occasional Teacher's immediate family. A further two (2) days leave of absence may be granted at the discretion of the Senior Administrator, Human Resources Services or designate.
- (c) Daily pay for an Occasional Teacher who is absent because of quarantine as confirmed by a medical certificate.
- (d) When an Occasional Teacher is absent due to jury duty or is subpoenaed as a witness in any proceeding to which he/she is not a party or is not one of the persons charged, he/she shall receive daily pay less any stipend received for jury duty or witness pay.
- (e) One day leave of absence for taking an academic examination.

***Without Pay - Association Business***

- 9.02 An Occasional Teacher who is elected to the position of President of the Local Occasional Teachers' Bargaining Unit shall, if the duties of the office are such that he/she is required to make himself/herself unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one (1) school year at a time.
- 9.03 The Association may, if it so chooses, designate one (1) Occasional Teacher to assist in Association business. If such Occasional Teacher thereby becomes unavailable for assignment, he/she shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one (1) school year at a time.
- 9.04 The Association shall notify the Board of the unavailability of an Occasional Teacher under either 9.02 or 9.03 above.

***Other***

- 9.05 An Occasional Teacher, who because of illness, pregnancy, parental, or adoption leave or other personal leaves provided for under Provincial or Federal legislation becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability (maximum 52 weeks absence), provided that such Occasional Teacher makes himself/herself available for assignment during the school year next following the commencement of the period of unavailability to be retained on the Occasional Teacher List.
- 9.06 (a) Any Occasional Teacher who expects to access pregnancy, parental, or adoption leave will complete the appropriate form notifying the Board of the duration of the leave.
- (b) Any Occasional Teacher wishing to access a leave of absence for personal reasons for more than twenty (20) consecutive teaching days shall notify the Senior Administrator, Human Resources services or designate. Such notification will be received by Human Resources Services five (5) working days in advance of the commencement of the personal leave indicating, in writing, the date of commencement of the leave and date of return from the leave.
- (c) Any Occasional Teacher expecting to be unavailable for occasional teaching assignments for a period of twenty (20) consecutive teaching days or less must notify the central calling system when such leave will commence and the date of return.
- (d) Failure to comply with 9.06 (b) and (c) above may result in the Occasional Teacher's removal from the Occasional Teachers Supply List.



- 9.07 (a) In addition to provisions provided elsewhere in the collective agreement, the Board shall reimburse through payroll and invoice the Association for time spent on Association business dealing with the following:
- (i) Liaison Committee Meetings
  - (ii) Grievance Meetings
  - (iii) An additional ten (10) days annually in total for executive members on Association Business.
- (b) Requests for leave under 9.07 (iii) shall be in writing with prior approval of the Senior Administrator, Human Resources Services or designate.

**ARTICLE 10: LIAISON COMMITTEE**

10.01 The Local Unit and the Board shall establish a Liaison Committee composed of an equal number of representatives to a maximum of three (3) for each party. The representatives of the Local Unit and of the Board shall each nominate one of their number as a co-chairperson. The co-chairpersons shall determine by mutual agreement time and place of the meeting and its agenda. The chair shall alternate between the co-chairpersons.

10.02 The function of the Liaison Committee is to meet at the request of either the Association or the Board to discuss relevant issues and concerns and procedures directly affecting the bargaining unit.

**ARTICLE 11: INTERPRETATIONS AND GRIEVANCE PROCEDURES**

- 11.01 (a) It is the mutual desire of the Board and the Association that all complaints and grievances shall be addressed as quickly as possible.
- (b) An Occasional Teacher grievance under this Agreement shall be defined as any difference or dispute between the Board and any Occasional Teacher which relates to the interpretation, application or administration of this Agreement.
- (c) An Association Grievance is defined as a difference or dispute of this Agreement which concerns a number or all of the Occasional Teachers relating to the interpretation, application or administration of this Agreement.
- (d) The teacher(s) may be accompanied or represented by the Association at any or all steps of the Grievance/Arbitration Procedure.

### ***Occasional Teacher Grievances***

11.02 The following procedure shall be adhered to in processing grievances:

#### **Step I:**

- (a) In the event of a grievance by any Occasional Teacher he/she shall take the matter up with the Board within and not after thirty (30) working days, after the Occasional Teacher became aware or ought to have become aware of the incident or circumstances giving rise to the grievance.
- (b) The Occasional Teacher shall take the matter up with the Senior Administrator, Human Resources Services or designate by submitting a concise statement of the facts complained of and the redress sought and asking for a meeting with the Senior Administrator, Human Resources Services or designate to discuss the matter.
- (c) The Senior Administrator, Human Resources Services or designate shall arrange such meeting within seven (7) working days of receipt of the letter of grievance. He/she shall give his/her decision or answer to the grievance within seven (7) working days after the meeting. His/her answer shall be in writing.

#### **Step II:**

- 11.03
- (a) If a satisfactory settlement is not reached under Step I, the Occasional Teacher may within seven (7) working days of the receipt of the decision in Step I take the grievance up with the Senior Administrator, Human Resources Services or designate by application in writing to that official. The Occasional Teacher shall submit to the Senior Administrator, Human Resources Services or designate a concise statement of the facts complained of and the redress sought and ask for or request a meeting with the Senior Administrator, Human Resources Services or designate to discuss the matter.
  - (b) The Senior Administrator, Human Resources Services or designate shall arrange such meeting within seven (7) working days of receipt of the letter of grievance.
  - (c) Within seven (7) working days of such a meeting, the Senior Administrator, Human Resources Services or designate shall forward his/her decision on the matter in writing to the Local President, the Association and to the Occasional Teacher.

### ***Association Executive Grievances***

- 11.04
- (a) In the event of an Association grievance, the Local President shall take the matter up with the Senior Administrator, Human Resources Services or designate, within and not after forty-five (45) working days, from the time the Association became aware of the incident or circumstances giving rise to the grievance.

- (b) Association grievances shall follow the protocol set out above for Occasional Teacher Grievances except that the process shall start at Step II.

***Arbitration***

- 11.05 (a) If a grievance is not settled under clause 11.03 or clause 11.04 the Association may within ten (10) working days of receipt of the letter of the Senior Administrator, Human Resources Services or designate refer the grievance to a Board of Arbitration.
- (b) The Board Of Arbitration Shall Be Composed Of A Single Arbitrator. The Arbitrator Shall Be Jointly Chosen By the Association Executive and the Board.
- (c) The decision of the Arbitration Board shall be binding to both parties.
- (d) Each party shall share equally the cost of the Arbitration Board.
- (e) The Arbitration Board shall limit its actions to an interpretation of this Agreement and its application and administration and shall not change its provisions, or substitute any new provisions.
- (f) If either party to this Agreement fails to agree on the appointment within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon the written request of either party.

***Expedited Arbitration***

- 11.06 (a) Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.
- (b) A written request may be made after the grievance procedure has been exhausted or after thirty (30) days have elapsed from the time which the grievance was first brought to the attention of the other party, whichever occurs first.
- (c) Despite 11.06 (b) above where the grievance is respecting discharge or other termination of employment a request in writing may be made after the grievance procedure has been exhausted or after fourteen (14) days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever occurs first.
- (d) No such request in 11.06 (b) or 11.06 (c) above shall be made beyond the time stipulated for referring the grievance for arbitration.

**ARTICLE 12: ACCESS TO RECORDS**

- 12.01 All Occasional Teachers shall have access to their personnel files upon their request in writing. The Occasional Teachers' files shall be examined in the presence of the person authorized by the Board.

The Occasional Teacher, upon request, shall be provided with a photocopy of any document from the file at cost to the employee.

- 12.02 A copy of all principals' reports on an occasional teacher shall be given to the said Occasional Teacher. The Occasional Teacher may reply to such report and such reply shall become a part of the Occasional Teacher's file
- 12.03 If an Occasional Teacher disputes the accuracy of information in the file, the Occasional Teacher may request, in writing, to have the information corrected or to have specific information removed. The Board shall within thirty (30) calendar days confirm retention of the information, amendment of the referenced documents or removal of the information and so advise the Occasional Tteacher.
- 12.04 Any reports of disciplinary nature other than a report which indicates a breach of trust between an Occasional Teacher and a student shall be removed from the file after a three (3) year period, provided further disciplinary action has not been taken against that teacher during the three (3) year period.

### **ARTICLE 13: OCCASIONAL TEACHER LIST**

- 13.01 (a) The Board shall establish an Occasional Teachers' List in accordance with Occasional Teacher Renewal forms or Occasional Teacher Profile forms.
- (b) An Occasional Teacher shall indicate their availability for locations in accordance with Occasional Teacher Renewal forms or Occasional Teacher Profile forms provided the teacher is qualified and agrees to take the assignments within each of the selected jurisdictions. An Occasional Teacher who does not meet this commitment shall be contacted by the Board and may be removed from the Occasional Teacher list.
- 13.02 To be eligible for inclusion on the Occasional Teachers' List, an applicant must satisfy the requirements of the Ontario College of Teachers, the Education Act and its Regulations. Prior to being placed on the Occasional Teachers' List, an applicant must submit to the Board proof of certification and any other documentation required by the Board.
- 13.03 (a) Occasional Teachers choosing to continue to be included on the Occasional Teachers' List for the following school year shall do so by completing and submitting a form provided by Human Resources Services. The completed form must be received in Human Resources Services no later than June 30<sup>th</sup>. Such forms shall be available through Human Resources Services or at the Catholic Education Centre by April 30<sup>th</sup>.
- (b) Occasional Teachers shall notify, in writing, the Human Resources Services Department of the Board of any changes of address or telephone number.
- 13.04 (a) The Board agrees to maintain a central-calling system.

- (b) Casual occasional assignments shall be made through the central calling system using a fixed rotation.
  - (c) Notwithstanding the above, the principal or designate shall be entitled to make one request per assignment.
- 13.05
- (a) The Board shall limit the Occasional Teacher List to a maximum of 30% of the total F.T.E. of regular teachers as of September 30<sup>th</sup> of each school year. Such list shall include all active and inactive Occasional Teachers.
  - (b) An Occasional Teacher Replacement List not to exceed 10 F.T.E. Occasional Teachers may be placed on the active Occasional Teacher List for the remainder of the school year. The Occasional Teacher Replacement List shall be determined as 10% of the Long-Term Occasional Teacher assignments as of September 30<sup>th</sup> of each school year.
  - (c) On June 30<sup>th</sup> of each school year the Board shall eliminate the Occasional Teacher Replacement List.
  - (d) In consultation with the Local Occasional Teachers' Bargaining Unit, the replacement number may be exceeded for a time specific period with agreement from the Association.

**ARTICLE 14: POSTING AND/OR ADVERTISING PRE-SCHEDULED LONG-TERM OCCASIONAL POSITIONS**

- 14.01 When a teacher with the Board is pre-scheduled to be absent from teaching duty for a period of more than ten (10) consecutive teaching days but less than a school year, and the Board decides to replace the regular teacher with a long-term Occasional Teacher, the Board shall post the position for a minimum of five (5) teaching days. A copy of such posting shall be provided electronically to the President of the Local Bargaining Unit.
- 14.02 A pre-scheduled absence is an absence for which the Board has been notified twenty-one (21) calendar days prior to the beginning of the absence.
- 14.03
- (a) By June 30<sup>th</sup> of each school year, an Occasional Teacher shall be given the opportunity to indicate in writing his or her interest in long-term occasional teaching assignments for the coming school year.
  - (b) Subsequently, if an Occasional Teacher indicates interest in a long-term occasional teaching assignment, his/her name will be added to the list for the current school year as of the date that notification is received.
  - (c) When a long-term occasional position becomes available prior to the third week of September or at any time during the year when the absence is not pre-scheduled, the Board will give first consideration (giving due consideration to qualifications) to Occasional Teachers who have requested long-term occasional assignments in accordance with 14.03 (a) and (b).

**ARTICLE 15: METHOD OF PAYMENT**

15.01 A casual Occasional Teacher employed by the Board shall be paid a salary as set out below:

- (i) Effective August 31, 2008, \$197.99 per day  
Effective September 1, 2008, \$203.93 per day  
Effective September 1, 2009, \$210.05 per day  
Effective September 1, 2010, \$216.35 per day  
Effective September 1, 2011, \$222.84 per day

Such salaries shall be inclusive of benefits in lieu.

- (ii) The hourly rate paid to home instruction teachers and to casual Occasional Teachers replacing continuing education teachers shall be the per diem rate divided by five (5).
- (iii) Statutory deductions will be made from each pay as required by law.

15.02 (a) Occasional Teachers shall be paid on the 15th and the last day of the month.

(b) Long-term Occasional Teachers will be paid on the 15th for all assignments performed from the 16th of the previous month to the last day of the previous month and will be paid on the last day of the current month, for all assignments performed from the first of the current month to the 15th of the current month.

(c) Notwithstanding 15.02 (b) above, Occasional Teachers actively employed in long-term assignments as of August 31<sup>st</sup> that have been confirmed by Human Resources Services, will be paid one-half (1/2) of their anticipated days of work to September 15<sup>th</sup>, on September 15<sup>th</sup>. The September 30<sup>th</sup> pay for such Occasional Teachers will be adjusted to reflect a reconciliation of days paid and actual days worked up to September 15<sup>th</sup>.

15.03 The Board shall deposit the Occasional Teacher's salary in accounts of financial institutions of the individual teacher's choice provided that the financial institution is a participating member of the electronic funds transfer system. It is the Occasional Teacher's responsibility to notify the Human Resources Department, using the appropriate form, of a change of account and/or financial institution, in sufficient time to enact the change. The Occasional Teacher and OECTA shall save the Board harmless from any form of liability related to electronic funds transfers where the Occasional Teacher has failed to comply in accordance with the pay schedule with the responsibilities of this provision.

15.04 (a) Subject to clause 15.04(c), a long-term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board's teachers. Effective August 31, 2002, category

placement on the grid will be determined in accordance with Q.E.C.O. Program 5 and the long-term Occasional Teacher's recognized teaching experience.

- (b) The grid rates shall include vacation and statutory holiday pay as required by the Employment Standard Act.
- (c) Placement on the salary grid shall be as follows:
  - (i) In the case of a pre-scheduled absence, on the first day of appointment on a long-term occasional contract.
  - (ii) In the case of an absence which is not pre-scheduled but which is anticipated by the Board to exceed ten (10) days, on the first day of appointment on a long-term occasional contract.
  - (iii) In the case of an absence which is not pre-scheduled and the duration of which is not known, on the eleventh (11th) day of the assignment, the Board shall pay the Occasional Teacher on the appropriate salary grid retroactive to the first day worked in the assignment.

- 15.05
- (a) For the purpose of grid placement, employment experience directly related to the teacher's professional assignment shall be credited as experience on the basis of one (1) year directly related experience to one (1) year grid placement.
  - (b) All experience credited in clause 15.05(a) must be beyond the requirements for entry to an accredited Teacher Training Institution, where such experience is required for entry and is certified by that institution.
  - (c) The onus shall be on the teacher to provide satisfactory evidence of related experience.
  - (d) The final determination of the crediting of directly related experience shall be at the sole discretion of the Superintendent of Human Resources Services or designate.

- 15.06
- (a) For salary placement purposes, an Occasional Teacher shall be allowed four (4) months from the date of commencement of a long-term occasional assignment, to submit to the Board a copy of a letter from Q.E.C.O. acknowledging receipt of a request for evaluation. Upon submission of a Q.E.C.O. Certificate of Placement, salary adjustments will be retroactive to the date of placement on the teachers salary grid.
  - (b) Notwithstanding clause 15.05(a), an Occasional Teacher during their first year of employment with the Board, shall be allowed four (4) months from the date of commencement of employment to submit to the Board a copy of the letter from Q.E.C.O. acknowledging receipt of the request

for evaluation. Upon submission of a Q.E.C.O. Certificate of Placement salary adjustment will be retroactive to the date of commencement of employment.

- 15.07 “Recognized teaching experience” for the purposes of clause 15.04 above shall mean previous contract teaching experience in Ontario recognized and approved by the Board, and all occasional teaching experience with the London District Catholic School Board or a predecessor board. Experience shall be calculated as of September 1st prior to the date of appointment.
- 15.08 (a) A calculation for grid placement shall be made for each school year. Each recognized day of experience as a casual Occasional Teacher shall count as two. Each recognized day of experience as a long-term Occasional Teacher shall count as one. 173 days experience shall constitute a year; however, no teacher may gain more than one (1) year of experience in a school year.
- (b) The fractional years of experience shall be accumulated; however, only full years of experience shall be used for placement on the grid.
- (c) No Occasional Teacher shall be adversely affected by the recalculation of experience. Such occasional teacher shall be red circled until such time as the occasional teacher’s experience is equivalent or greater under the new method of calculation.

#### ***Elementary School Assignments***

- 15.09 (a) An Occasional Teacher shall be assigned only the regularly scheduled workload and supervision duties of the regular Elementary Teacher being replaced on the day(s) of the assignment.
- (b) A half day is defined as before or after lunch.
- (c) A full day is to be defined as an assignment that is greater than a half day.
- (d) All Occasional Teachers shall be paid a minimum of 0.5 of the F.T.E. per diem rate for any assignment that is a half-day or less.

#### ***Secondary School Assignments***

- 15.10 (a) At the secondary level, Occasional Teachers shall be paid based on the workload of the absent teacher they are replacing as follows:
- (i) when replacing a 1.0 FTE teacher, the Occasional Teacher shall assume the absent teachers full timetable including scheduled preparation periods, supervision and on-calls and shall be reimbursed the full per diem rate as in 15.01.
- (ii) when replacing a less than 1.0 FTE teacher, the Occasional Teacher shall assume the absent teachers full timetable including scheduled preparation periods, supervision and on-calls and shall be reimbursed the equivalent FTE per diem rate as in 15.01.



- (b) Notwithstanding 15.10 (a) (i) and (ii), if an Occasional Teacher accepts additional class assignments when already present in a secondary school, the teacher shall be paid an additional amount equal to:
  - (i) one (1) credit class – 1/3 of per diem rate
  - (ii) one-half (1/2) credit class – 1/6 of per diem rate
- (c) Subject to 15.10 (a) and (b), if an Occasional Teacher accepts an assignment as an extra to a school for a full day (full day being three (3) full periods), the teacher shall be paid a per diem in accord with Article 15.01. Where the Occasional Teacher accepts an assignment as an extra to a school and that assignment is less than a full day, the teacher's per diem shall be prorated.

15.11 Occasional Teachers shall not be assigned supervision before the commencement of classes on the first day of an assignment.

**ARTICLE 16: REPORTING PAY**

16.01 An Occasional Teacher who reports for an assignment as a result of error on the part of the Board shall, if available, be given a comparable assignment to another school within a reasonable distance. If such is unavailable, the principal shall assign the teacher other teaching duties, including supervision and the Occasional Teacher who remains and performs such other teaching duties shall be paid for a full day if originally assigned to a full day assignment and a half a day if originally assigned to a half day assignment. Cancellation by phone after 1:00 p.m. on the day preceding the assignment, except where such cancellation after 1:00 p.m. is beyond the control of the Board is the same as cancellation on arrival provided that the teacher has not been contacted for another assignment for the next school day.

16.02 (a) The Board shall provide the Occasional Teacher with a statement of experience as of September 1<sup>st</sup> of the current year upon request of the Occasional Teacher.

(b) Where an Occasional Teacher is hired as a regular teacher by the Board or by another board, the Board shall provide the Occasional Teacher with a statement of experience to the most recent date upon the request of the Occasional Teacher.

16.03 (a) If a school or work location is closed a Casual Occasional Teacher is excused from being at work at that location. In order to be paid for the assignment, such Casual Occasional Teacher must report to an alternate work location if made available. If no alternate work location is available, the Casual Occasional Teacher shall be paid for the assignment.

(b) If transportation is cancelled but the school is open, a Casual Occasional Teachers assigned to that location is expected to be at work, travel conditions permitting.

(c) If a school or work location is closed after the start of the instructional day, the Casual Occasional Teacher who has arrived at the school will be paid the full amount of the assignment.

16.04 When weather conditions are such that it is impossible for a long-term Occasional Teacher to reach the teacher's worksite there will be no loss of salary with the approval of the Principal.

**ARTICLE 17: PROFESSIONAL DEVELOPMENT DAYS**

17.01 The Board shall pay long-term Occasional Teachers for each Professional Development Days which lies within the assignment provided the long-term Occasional Teacher attends and participates. Payment shall be subject to attendance.

17.02 An Occasional Teacher who has completed a minimum of twenty (20) casual occasional days in one year shall be eligible to attend one (1) professional development day with pay in the next year. An Occasional Teacher eligible to attend a professional development day with pay shall indicate by June 30th of the preceding year, to the Human Resources Services Department, his/her intention to participate. The Board shall notify the teacher of the date of the professional development day by September 1 of each year.

**ARTICLE 18: TRAVEL ALLOWANCE**

18.01 An Occasional Teacher who is given a teaching assignment in the same day, which requires the teacher to travel from school to school(s) as part of his/her regular duties shall be paid a mileage allowance.

18.02 The travel allowance rate shall be the rate established in Board policy for all employees.

**ARTICLE 19: DISTRIBUTION OF AGREEMENT**

19.01 The parties to this Agreement shall equally bear the cost of the printing of the Collective Agreement. The Board agrees to provide all Occasional Teachers with a copy of the Agreement.

**ARTICLE 20: MANAGEMENT RIGHTS**

20.01 The Association acknowledges that it is the exclusive function of the Board to:

- (i) Maintain order, discipline and efficiency;
- (ii) Hire, direct, classify, transfer, promote, demote, lay-off and to discharge, suspend or otherwise discipline Occasional Teachers subject to the provisions of this Agreement;
- (iii) Establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement governing the conduct of the Occasional Teachers; and
- (iv) Generally to manage, maintain and operate a school system in accordance with the laws of the Province of Ontario and regulations made pursuant thereto.

**ARTICLE 21: DURATION OF AGREEMENT**

21.01 Save as otherwise set out, this Agreement shall be effective on the 1<sup>st</sup> day of September, 2008 and shall remain in effect until the 31<sup>st</sup> day of August, 2012 and shall automatically continue in effect unless either party notified the other in writing between March 1<sup>st</sup> and June 1<sup>st</sup> inclusive in the year in which the Agreement expires of its desire to negotiate for the renewal of this Agreement. If neither party serves notice the Collective Agreement shall remain in force for one (1) additional year.

**ARTICLE 22: WORKING CONDITIONS**

22.01 The length of the workday for Occasional Teachers shall be eight (8) hours for Employment Insurance purposes and less than a full day shall be proportionate.

**ARTICLE 23: HIRING POOL**

23.01 Occasional Teachers in the Board's Hiring Pool shall be considered for permanent teaching positions for which they are qualified prior to hiring outside the system. Occasional Teachers, who were not recommended after interviewing for the Hiring Pool, shall upon request be granted a debriefing.

**ARTICLE 24: AGREEMENT SIGNATURES**

IN WITNESS WHEREOF the Board and the Association have caused this Agreement to be signed in their respective names by their respective representatives duly authorized in that behalf, this 30th day of June, 2008.

**London District Catholic  
School Board**

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Judy Corneil, Assistant Superintendent

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Gary O'Donnell, Principal

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Robert Thibert, Recruitment Officer

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**Authorized Representatives  
of Association**

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Nora Groshok, President

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Grace da Silva, Provincial OECTA

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Beverly Harding

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Mike Anderson

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Susan Fisher

### **LETTER OF UNDERSTANDING I**

The Board undertakes to provide a handbook for Occasional Teachers to each Occasional Teacher and to each school.

### **LETTER OF UNDERSTANDING II**

It is understood that Occasional Teachers are not required to administer medication save for emergency situations.

### **LETTER OF UNDERSTANDING III**

It is understood that the Board discloses to the Association the following information on or before September 30<sup>th</sup>:

- i) The F.T.E of Regular Teachers
- ii) The number of occasional teachers on the Occasional Teacher's List.

### **LETTER OF UNDERSTANDING IV**

#### **Procedures for Occasional Teachers to Follow in Case of Inclement Weather**

Procedures pertaining to non-attendance due to inclement weather shall be those as outlined in the following procedures:

- 1) If the assigned school is closed, a casual Occasional Teacher must report to the nearest school he/she can safely access. (Board Procedure G 2.05 as amended from time to time)
- 2) If the nearest school is closed, the Occasional Teacher should contact the Smart Find Express Help Desk (519-663-2088, ext. 43409), and will be provided with an alternate assignment consistent with the Occasional Teacher's profile, if one is available. The Occasional Teacher will be paid for the original assignment, or better.
- 3) When the Occasional Teacher reports to the nearest school, the Principal and/or the Board will advise the Occasional Teacher to remain at that school or provide the Occasional Teacher with an alternate assignment, as per 2), above.
- 4) If the Occasional Teacher believes that it is too dangerous to drive to that new assignment, then the Occasional Teacher must inform the Principal and/or the Board that he/she is declining the assignment due to unsafe travel conditions. The Occasional Teacher will be paid for the original assignment.
- 5) If the Occasional Teacher declines the alternative assignment for any reason other than unsafe travel conditions, the Occasional Teacher will not be paid.
- 6) If the school is open but transportation is cancelled the Occasional Teacher decides if he/she can reach the assigned school safely. If not, the Occasional Teacher should follow steps 1) to 5) outlined above.

## **LETTER OF UNDERSTANDING V**

### **Working Conditions**

#### *Protection of Anaphylactic Students:*

In accordance with Board Policy, Code J 5.8R: “Protection of Anaphylactic Students”, as amended from time to time, Occasional Teachers will be provided with the necessary information regarding these students in order to ensure the students’ safety and welfare;

- (a) The Individual Emergency Protocol Form for each such student shall be posted in the classroom and any other designated area in the school.
- (b) An immediately accessible and safe storage space for medication for each such student that is clearly identified shall be provided and its location shall be communicated to Occasional Teachers.

#### *Harassment:*

The Board and the Occasional Teachers Bargaining Unit agree that every Occasional Teacher has the right to freedom from harassment as described in the Board’s Harassment Policy and Regulations, as amended from time to time.

#### *Assault:*

The Board and the Occasional Teachers Bargaining Unit agree that every occasional teacher has the right to freedom from assault as described in the Board’s Assault Against Teacher and Other Employees Policy and Regulations, as amended from time to time.

## **LETTER OF UNDERSTANDING VI**

### **Workers’ Safety and Insurance Benefits**

In the event that a long-term Occasional Teacher is injured at work and is on an approved Workers’ Compensation Benefit and is in receipt of Workers’ Compensation payments as a result of an approved claim by WSIB, then the Board agrees that there will be no reduction in any employment benefit due to the absence including but not limited to salary and sick leave credits.

The Board shall provide the Occasional Teachers’ Unit with a copy of the Employer’s Report of the injury or disease and Form 7 when submitting such form/s to the WSIB.