

COLLECTIVE AGREEMENT BETWEEN THE LIMESTONE DISTRICT SCHOOL BOARD AND THE SECONDARY TEACHERS OF LIMESTONE DISTRICT 27 (Including Occasional Teachers) OF THE ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION

ARTICLE 49 OCCASIONAL TEACHERS

Definitions

- 49.1 “Occasional Teacher” bears the same meaning as that given to “occasional Teacher” by the Education Act, as amended.
- 49.1.1 Probationary Occasional Teachers are those who shall be on probation for up to forty-five (45) days of work as an Occasional Teacher.
- 49.1.2 Occasional Teacher List means a list of all Occasional Teachers who have been hired by the Board to teach as Occasional Teachers in the Secondary Panel of the Limestone District School Board.
- 49.1.3 Qualified means an Occasional Teacher who holds a valid Certificate of Registration and Certificate of Qualification (intermediate and/or senior divisions) from the Ontario College of Teachers and who is a member in good standing of the Ontario College of Teachers.
- 49.1.4 Casual Occasional Teacher means a Teacher who is required to teach for a period that is less than ten (10) consecutive teaching days.
- 49.1.5 Extended Occasional Teacher means a Teacher who is assigned as a substitute Teacher for a period of ten (10) or more teaching days in the same teaching assignment, or a Casual Occasional Teacher who accumulates ten (10) or more consecutive teaching days in one position.
- 49.2 An Extended Occasional Teacher, hired to replace an absent regular Teacher for a specified period, properly qualified for such position, may not be replaced by another Occasional Teacher prior to the return of the regular Teacher unless it is by mutual agreement of the Extended Occasional Teacher and the Board, except in cases of removal for disciplinary reasons.
- 49.2.1 In the event that the assignment of the Extended Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Extended Occasional Teacher will be given five teaching days notice, unless the termination is due to disciplinary action by the Board.
- 49.2.2 The assignments of Extended Occasional Teachers employed for less than a full semester shall be continuous to the end of the semester assuming that

the specific Teachers who are absent and being replaced do not return to duties by that date.

- 49.3 Notwithstanding 49.16 a Teacher with qualifications in Technological Studies, Special Education or School to Community Teachers may hold only Primary and/or Junior and/or Intermediate (elementary) qualifications and still be considered qualified under the terms of this article.

Membership List

- 49.4 Any Teacher who wishes to become an Occasional Teacher may apply by submitting to the Board a resume, Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, Criminal Background Check (CPIC Level1) proof of a negative T.B. skin test or X-Ray, and any other documentation required in accordance with the Board policy.
- 49.4.1 Applications will be accepted up to 15 July for consideration for inclusion on the interim Occasional Teacher List to be published and distributed by the first teaching day of September.
- 49.4.2 The Board shall publish a complete Occasional Teachers= List by 30 September with regular updates published by Human Resources, as required.
- 49.4.3 The Board shall publish a revised (updated) Occasional Teachers= List on the first day of second semester with regular updates published by Human Resources as required.
- 49.4.4 There shall be a certified Occasional Teachers= List in alphabetical order. This list shall include name, address, telephone number, subject(s) in which the Teacher is qualified (Ontario College of Teachers= Certificate of Qualification) and willing to teach, subjects for which the Teacher is not qualified but willing to teach, and preferences regarding specific schools and geographic locations.
- 49.4.5 An uncertified Occasional Teachers= List will be maintained which will not be distributed to schools, but will remain with the Secondary Staffing Coordinator.
- 49.4.6 Notwithstanding Article 49.4.4, qualified Teachers may apply at any time to become Occasional Teachers with this Board but they shall not be used by the schools until such time as the Bargaining Unit receives confirmation of the Teacher=s inclusion on the list and are placed on an addendum list and the addendum list is published to all schools and to the Bargaining Unit. Addendum lists shall be published on a regular basis but no later than the last working day of October, November, December, February , March, April and May as required.

- 49.4.7 No names will be added to the list after 10 May. No addendum list will be issued after 31 May.
- 49.4.8 The Board will correspond, before the end of each semester, with each Occasional Teacher on the List asking the Occasional Teacher to confirm continuation on the list for the next semester. A >no response= or a refusal shall result in the Occasional Teacher=s name being removed from the list. An Occasional Teacher whose name has been removed from the list because they have not confirmed their continuation on the list within 30 days of receiving notice from the Board must re-apply to become an Occasional Teacher.
- 49.4.9 An Occasional Teacher who does not appear on two consecutive (beginning of the semester) Occasional Teachers= lists must re-apply to become an Occasional Teacher.
- 49.4.10 The Board agrees that when an Occasional Teacher is employed only a qualified Occasional Teacher shall replace a regular Teacher who is absent; unless no qualified Occasional Teacher is available. A reasonable effort will be made to contact qualified (with respect to subject qualifications) Occasional Teachers.
- 49.4.11 An Occasional Teacher’s name shall be removed from the list for the following reasons:
- Just cause
 - He/she requests in writing to have his/her name removed from the list
 - He/she has refused four (4) consecutive assignments in a semester, exclusive of approved leaves of absence and/or personal emergency.
 - He/she has not completed and submitted the renewal form as per 49.4.8 above.
- 49.4.12 Occasional Teachers shall notify Human Resources Services of the Board and the Federation, in writing, of any change of qualifications, address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

Dispatch Process

- 49.5 The dispatch process is designed to ensure that schools are staffed efficiently and effectively and to provide an equitable distribution of work for all Occasional Teachers where possible.
- 49.5.1 The principal or designate will make requests for Occasional Teacher coverage to the Dispatcher. Where Occasional Teacher coverage is not available on a certain day in a school year, the Board will abide by the Education Act and its regulations in order to fill such absences.

- 49.5.2 Occasional Teachers will be assigned to schools as follows:
- i. They appear on that school's list, and are qualified to teach the required subject(s)
 - ii. They appear on that school's list, but are not qualified to teach the required subject(s)
 - iii. They appear on that school's emergency list, with preference being given to Teachers qualified in the required subject(s)
 - iv. Unqualified Teacher as per article 49.4.5 above.
- 49.5.3 It is understood that for absences less than three periods, it may be possible for Teachers who teach part-time within that school, and who are on the Occasional Teacher list, to be assigned to cover the absence(s).
- 49.5.4 Where a school has provided at least one week's advance notice of Occasional Teacher coverage requirements, or the school requires coverage for a period of three days or more, the Principal, or designate, may request a specific Teacher for a pre-booking through the dispatch process.
- 49.5.5 A report that details Occasional Teacher assignments will be made available to the Federation on a monthly basis. This report shall include the Occasional Teacher's name, the dates of the assignments and the school to which the Occasional Teacher was assigned.
- 49.5.6 Occasional Teachers will only be assigned to schools where they have agreed to teach. This shall include schools the Occasional Teacher is willing to attend in emergency situations.
- 49.5.7 An Occasional Teacher is expected to notify Dispatch at least twenty-four hours in advance where it is known that he/she will not be available to teach on a given day(s).
- 49.5.8 Where an occasional Teacher knows in advance that he/she will not be able to teach on a given day due to illness, he/she will make every effort to notify the Dispatcher by no later than 6:00am.
- 49.5.9 Occasional Teachers are expected to be available on a regular basis. Normally Occasional Teachers will be called between 6:00am and 8:30am on any given day for same-day assignments. Periodically and based on the nature of the absence, calls may be made after 9:00am.

Bargaining Unit Rights

- 49.6 The Board shall provide the Bargaining Unit President and District Officer with the Occasional Teacher List identified in Article 49.4.2 and 49.4.3, updates as described in articles 49.4.4 and 49.4.6 and a copy of all job postings.
- 49.6.1 By ratification of this Agreement by members of the Bargaining Unit, they agree that the Board will provide the personal information listed in Article

49.4.4 and it is not a violation of the Freedom of Information and Protection of Privacy Act.

Salary Rates

- 49.7 A Casual Occasional Teacher who holds a certificate of Qualifications from the Ontario College of Teachers shall be paid a daily rate of 1/207 of Category 1, Year 0 of the salary grid as per Article 47 of this Collective Agreement. All daily rates shall include 4% vacation pay and 3% statutory holiday pay.
- 49.7.1 An Extended Occasional Teacher shall be paid the same salary as a regular Teacher with the same qualifications, category placement and experience retroactive to the first day of the teaching assignment.
- 49.7.2 Casual Occasional Teachers who do not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers shall be paid for each day of employment at the rate of 75% of the rate established in clause 49.7.1 which includes 4% vacation pay and 3% statutory holiday pay.
- 49.7.3 For the purposes of Article 49.7.1, an Occasional Teacher=s years of teaching experience for salary purposes shall be determined as in the Agreement referenced in Article 49.7.1 and, in addition, the Occasional Teacher shall be credited with the Occasional Teacher=s total number of days of Extended Occasional teaching experience with the Board divided by 194.
- 49.7.4 Notwithstanding 49.7.1, an Occasional Teacher=s years of teaching experience for salary purposes shall be determined as in the Agreement referenced in clause 49.7.1 and, in addition, the Occasional Teacher who teaches in excess of twenty (20) days with the Limestone District School Board in any school year shall be credited with the Teacher=s total number of days of occasional teaching experience with the Board divided by 194 rounded to the nearest hundredth and credited at the end of each year.
- 49.7.5 If circumstances require the cancellation of a casual assignment without advance notice, an Occasional Teacher shall be paid for the assignment and may be assigned teaching duties by the Principal for the equivalent of the original assignment. When a school is closed due to climatic or catastrophic conditions, an Extended Occasional Teacher shall be paid for the equivalent of the original assignment.
- 49.7.6 An Extended Occasional Teacher who works on the regular school days on both sides of a Professional Activity Day and attends the scheduled activities of the day shall be paid his/her regular pay for the Professional Activity Day, which shall be included for the purposes of the ten (10) required days in Article 49.1.8.

- 49.7.7 The Board shall pay the Occasional Teacher every two weeks upon submission by the Occasional Teacher of a time sheet(s) that has been approved by the appropriate principal(s).

Benefits

- 49.8 The Occasional Teacher shall receive the following amount per full day in lieu of the Group Insurance Plan, Extended Health Benefit Plan, Vision Care and Dental Plan and any other Board benefits: September 1, 2008 \$8.24 September 1, 2009 \$8.49 September 1, 2010 \$8.74 September 1, 2011 \$9.00

Reasonable Access

- 49.9 The Board will make every effort to facilitate and support an Occasional Teacher in his/her assignment including providing the Occasional Teacher with a package containing: a support information sheet, attendance lists, seating plans, timetable, teaching assignment and/or lesson plans. In addition to these supplies, the Board will make every effort to provide the Occasional Teacher with the school's emergency and lockdown procedures as well as a key or keys that will open the relevant classroom doors for the day. The Occasional Teacher will not be permitted to submit his/her pay sheet until such keys have been returned.

Internal Postings

- 49.10 Applications from Occasional Teachers in response to internally advertised positions shall be considered for permanent and probationary positions that become available within the Board prior to external advertising, subject to Article 20. 49.10.1 It is agreed that Article 14 - Resolution of Disputes does not apply to the above Article.

Evaluation

- 49.11 The Board may initiate a performance appraisal respecting an occasional Teacher at any time. The Occasional Teacher shall be given a minimum of forty-eight hours notice.
- 49.11.1 Any Occasional Teacher, who wishes, may request to be evaluated at a pre-arranged time.
- 49.11.2 The performance appraisal process for occasional Teachers will be governed by Board Procedures.
- 49.11.3 An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it, and is entitled to make written comments, if he/she desires. Such documentation and comments will be retained as part of the Occasional Teacher's Personnel File.

- 49.11.4 Only Supervisory Officers, Principals Vice-Principals and Assistant Vice-Principals shall evaluate Occasional Teachers.

Sick Leave

- 49.12 A full-time Extended Occasional Teacher shall be entitled to two (2) days paid sick leave per month, cumulative for the duration of the extended occasional teaching assignment. Paid sick leave will be credited at the beginning of each month of the assignment. Sick leave will be prorated for part-time assignments. Where the assignment continues from first semester to second semester for the same Teacher in the same school the accumulation will continue.

Leave Of Absence

- 49.13 All Teachers on the Occasional Teachers= List may, with one (1) months= written notification, have their name voluntarily removed from the Occasional Teachers= List for a period up to and including one (1) school year. 49.13.1 The Occasional Teacher=s name shall, upon written notification from the Teacher, be returned to the next Occasional Teachers= List which is released.

Leaves Of Absence For Extended Occasional Teachers

- 49.14. Up to five (5) days bereavement leave without loss of pay will be granted in the event of the death of a spouse, and/or spousal equivalent, parent, child, guardian, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandchild, brother-in-law, and/or sister-in-law.
- 49.14.1 Leave will be granted without loss of pay, providing approval is granted by the Director or designate, to an Extended Occasional Teacher who is absent due to quarantine, or who by reasons of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which the occasional Teacher is not a party or one of the persons charged. All fees for court appearances shall be turned over to the Board.
- 49.14.2 Long Term Occasional Teachers in an assignment that extends beyond 40 school days, may be granted up to a maximum of three personal days per school year for reasons which are unavoidable or extraordinary. No more than two personal days may be taken in one semester.
- 49.14.3 Such leave shall be granted at the discretion of the Principal, in consultation with Human Resources. Personal days shall not be taken immediately before or immediately following a holiday.

Working Conditions

- 49.15 A full teaching day shall consist of three (3) periods plus any assigned supervision as per the regular Teacher's schedule for schools on a four period instructional timetable. For schools on a five period instructional timetable a full teaching day shall consist of four

(4) periods plus any assigned supervision as per the regular Teacher's schedule. An Occasional Teacher will be paid 1/3 salary for each period worked to a maximum of 3/3 for one day or ¼ salary for each period worked to a maximum of 4/4 for one day for five period schools.

- 49.15.1 Notwithstanding the above, for a school on a five (5) period instructional timetable, if the instructional minutes are less than 240, but due to the regular Teacher's schedule for the day, the Occasional Teacher is required to stay the entire day, he/she will be paid for a full day.
- 49.15.2 Where the assignment of the regular classroom Teacher is more than three (3) periods, the Occasional Teacher shall be assigned the number of periods assigned to the regular classroom Teacher (e.g. full assignment Teacher, mixed assignment Teacher, MSIP assigned Teacher). Where the assignment of the regular classroom Teacher is more than three (3) periods, the Casual Occasional Teacher will be paid for a full teaching day provided the Teacher is available to be assigned the same number of periods assigned to the regular classroom Teacher. For this section only, part-time assignments will be pro-rated against the assignment of the regular Teacher being replaced.
- 49.15.3 An Occasional Teacher shall not be assigned to teach more than four (4) periods in a day unless the regular Teacher she/he is replacing was previously scheduled to work more than four (4) periods.
- 49.15.4 The Occasional Teacher shall have no supervision before commencement of the morning session on the first day of the assignment. The Occasional Teacher shall have no lunch duty on the first day of an afternoon assignment.
- 49.15.5 The Board shall provide each full time Occasional Teacher with an uninterrupted period for lunch free from duty, of at least forty (40) minutes per day.
- 49.15.6 The Board shall reimburse at the Board's current kilometre/mileage rate each Occasional Teacher for travel between an assignment for the same Teacher involving two or more schools on the same day, within the Board's jurisdiction.
- 49.15.7 The Board shall provide information for each Board Wide Professional Activity Day. Occasional Teachers may participate on a voluntary basis at their own expense.

Just Cause

- 49.16 No Occasional Teacher who has successfully served the probationary period shall be transferred or demoted for disciplinary reasons, or disciplined, or discharged, without just and sufficient cause and such cause shall be communicated in writing within five (5) school days.

49.16.1 Discipline and disciplinary meetings shall be done in accordance with Article 10 of this Collective Agreement.

Other Applicable Articles

49.17 The following Articles of the Collective Agreement shall also apply to Occasional Teachers:

- Article 1 Recognition & Scope
- Article 2 Dues Deduction
- Article 3 Duration of Agreement & Conditions of Amendment
- Article 4 No Strike or Lockout
- Article 5 Discrimination & Harassment in the Workplace
- Article 6 Management Rights
- Article 10 Discipline & Disciplinary Meetings
- Article 11 Personnel Files
- Article 12 Criminal Record Check
- Article 13 Board/Federation Committees
- Article 14 Resolution of Disputes
- Article 24 Termination of Employment
- Article 38 Workplace Safety & Insurance Act
- Article 39 Health & Safety