

OCCASIONAL TEACHING: THE BASICS

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What is an occasional teacher?

Education Act: Definitions

Occasional teacher

- (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 its regular teaching staff including continuing education teachers but,*
- (a) *if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the 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 the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.*

What is the Ontario English Catholic Teachers' Association?

The Ontario English Catholic Teachers' Association (OECTA) represents 36,000 women and men who have chosen teaching careers in the Catholic schools in Ontario. These teachers are found in the elementary panel from junior kindergarten to Grade 8, and in the secondary panel in Grade 9 through Grade 12 in publicly funded schools.

A teacher becomes a member of OECTA on the first day of employment. For teachers and occasional teachers, this is the first day worked. Annually OECTA sends out membership cards to occasional teacher members based on the most recent information received from occasional teacher local bargaining units. For newly hired occasional teachers, this may take a few months for the card to be processed.

All OECTA members pay Association dues. For occasional teachers, 1.47 per cent of every pay is deducted for supporting local and provincial OECTA programs and services. Dues are deducted in addition to any regular deductions such as pension, employment insurance premiums, taxes, etc.

OECTA unit membership

The OECTA Handbook determines unit membership by assigning all teachers and occasional teachers, who work within a particular Catholic district school board, to a unit. Each unit is comprised of both teacher and occasional teacher members. Within some Catholic district school boards, there may be an elementary unit serving all teachers and occasional teachers who teach primarily in the elementary panel and a secondary unit for teachers and occasional teachers who teach primarily in the secondary panel. In other boards a single unit provides services to both elementary and secondary teachers and occasional teachers.

All members of a unit have a right to all internal services.

The unit provides all internal services except collective bargaining:

- Administration
- Communications
- Counseling and Member Services
- Political Action
- Professional Development
- Social

For the purposes of collective bargaining, members of a unit belong to either an elementary, secondary or occasional teacher bargaining unit. Services related to collective bargaining include:

- Negotiations
- Grievances
- Health & Safety
- Workplace Safety and Insurance Board (WSIB)

Elementary and secondary bargaining unit services are provided to the members of these bargaining units through the unit, whether it is separate or combined. The occasional teacher local bargaining unit (OTLBU) is composed of all occasional teachers (elementary and secondary) employed within a particular Catholic school board in Ontario. In many cases, collective bargaining services are provided to the OTLBU separately from the unit.

When should I contact OECTA?

Contact the OECTA unit for questions or concerns regarding matters that do not fall under the collective agreement.

Occasional teachers are advised to contact their occasional teacher local bargaining unit (OTLBU) president for questions specifically regarding the occasional teacher collective agreement.

Legal Assistance: Police/Children's Aid Society Allegations

If you are contacted by an external agency such as the police or Children's Aid Society regarding an allegation against you:

- Do not participate in an interview at that time.
- Inform the agency that you are willing to cooperate but will be unable to comment until you contact the Association.
- Make no comments to anyone regarding the allegations/charges.
- Call the OECTA Provincial Office Counseling & Member Services staff at 1-800-268-7230 or 416-925-2493.

Ontario College of Teachers

If you are contacted regarding an investigation of a complaint against you:

- Listen to the information provided.
- Make no response.
- Call the OECTA Provincial Office Counseling & Member Services staff at 1-800-268-7230 or 416-925-2493.
- Do not discuss the issue with anyone until advised.

Regarding a colleague:

- You must cooperate with the Ontario College of Teachers or risk a charge of Professional Misconduct.
- Give only **factual** information you have personally witnessed and can verify.
- Do not make any assumptions unless you can verify all the facts.
- Remember 18(1)(b) and (c) of the *Teaching Profession Act*.

What do I need to know about my collective agreement?

A copy of the current collective agreement governing the terms and conditions of employment as an occasional teacher should be provided by the school board upon hiring. This is one of the most important documents to review as an occasional teacher. When a school board violates the collective agreement, the Association takes action. Likewise, the Association expects all members to abide by their collective agreements, which have been negotiated in good faith in the best interest of all members of the Association. Overlooking violations of the collective agreement, even though it may be a benefit to an individual teacher, is always at the expense of other members.

The following is a summary of some important areas of all occasional teacher collective agreements. Although the following information applies to most collective agreements around the province, there is a lot of local variation. Occasional teachers should carefully review their own collective agreement and bring any concerns to the attention of the OTLBU President.

Compensation

Occasional teachers are compensated based on how many days they are replacing a regular day-school teacher. The specific terms of compensation will be found in the occasional teacher collective agreement of a particular school board.

Casual Daily Rate of Pay

Occasional teachers who replace regular day-school teachers for a short period of time are compensated based on a casual daily rate regardless of experience and qualifications, with some local exceptions. This may be a “flat rate” or it may be determined by a formula linked to the teacher salary grid.

Long-Term Occasional Teacher Rate of Pay

When an occasional teacher is assigned to replace the same teacher for a consecutive number of instructional days determined by the local collective agreement, he/she is paid according to the regular day-school teacher salary grid. After about two to three weeks of continuous assignment replacing the same teacher, an occasional teacher will be paid a regular day-school teacher’s salary retroactive to the first day of the assignment.

In the case where a regular day-school teacher’s long-term absence is known ahead of time, the occasional teacher replacement will be paid according to the regular day-school teacher salary grid from the first day of the assignment.

Since the regular day-school teacher’s salary grid is based on teaching experience and qualifications, it is extremely critical that all teachers ensure that their information on file with the school board in this regard is up-to-date. The occasional teacher collective agreement will detail the process of what teaching experience is recognized for credit on the grid, and the dates that this information must be sent to the school board. Occasional teachers must be sure to keep original records of all past teaching experience on official board documents, since it may be required to submit this documentation each time a long term occasional position is assigned.

Qualifications Evaluation Council of Ontario (QECO)

The Qualifications Evaluation Council of Ontario (QECO) determines the qualifications category for all OECTA members, free of charge. An occasional teacher may apply to have her/his qualifications evaluated by QECO as soon as employment by a Catholic school board can be confirmed (i.e. letter of hire, pay stub, etc.). A QECO evaluation takes a long time to process, so it is crucial that a teacher completes the application for evaluation upon being hired or as soon as she/he obtains confirmation of new qualifications. QECO will send a notice to confirm receipt of the application and all relevant documents, or request any missing documents. A copy of this notice should be sent to the board’s payroll department. Keep an original of your QECO evaluation and all relevant documents on file. It may be required to submit a copy of this documentation each time a long-term occasional position is assigned. The QECO website (www.qeco.on.ca) contains all information needed to apply for an evaluation. The occasional teacher collective agreement will stipulate timelines for notifying the board regarding changes in qualifications category.

Please remember that failing to supply the school board with up-to-date information regarding teaching experience and qualifications may result in the loss of hundreds or even thousands of dollars of salary for a long-term occasional teacher.

Benefits

The local occasional teacher collective agreement will determine whether extended health and dental benefits are available to occasional teachers. Generally, such benefits are only available to occasional teachers in long-term assignments, and usually only in the case of assignments that extend beyond two or three months. In some school boards, occasional teachers may enroll in the board's benefits plans at their own expense. In a few cases, the school board will pay an additional allowance to the occasional teachers in lieu of benefits.

Sick Leave

In most Catholic school boards, occasional teachers in long-term assignments have access to sick leave. Generally, sick days may be accumulated over the course of the long-term assignment, and in some cases unused days may be carried over in whole or in part to a subsequent assignment or even the following school year.

An occasional teacher may also contact the board to be placed in an inactive status for a period of time for which he or she is unavailable.

Working Conditions

Instructional Day and Additional Duties

Collective agreement language varies across the province with respect to the working conditions of occasional teachers. It is the position of the Association that an occasional teacher works the schedule of the teacher he or she is assigned to replace, including planning/preparation time and lunch. This means that additional duties (yard/hall supervision, on-calls, bus duty) should only be assigned to an occasional teacher if the teacher he or she is replacing would normally be assigned such duties. In any event, an occasional teacher assigned to a full-day of teaching duties should not be expected to work for a longer period of time than a regular day-school teacher would normally be expected to work.

On the first day of an occasional teacher's assignment to a school, most collective agreements provide that the period immediately before the start of the assignment be free of any assigned duties. This is one of the few cases where additional duties may be switched with another teacher for an assignment later in the day.

The schedule of classes, additional duties and other important information for an occasional teacher should be given to the occasional teacher upon arrival at the school for the first day of assignment. If there is any difficulty finding this information, the occasional teacher should inquire at the school office.

Travel

An occasional teacher may be expected to travel between work sites because the teacher being replaced is assigned to more than one worksite, such as in the case of replacing an itinerant French-as-a-Second-Language teacher. When travel between work sites is a requirement of the duties assigned to the occasional teacher, the board should pay a travel allowance to the occasional teacher in the same amount that the teacher being replaced would be paid. Travel time should always ensure that the occasional teacher receives the full amount of time for planning/preparation and lunch.

Medical/Physical Procedures

Teachers should not perform any medical or physical procedures on students such as the administration of medication, restraint, toileting, etc. There are employees specifically trained in these roles. Any instructions regarding the administration of medication, or physical procedure (such as restraint) should be referred to the school administration.

The only exception to this applies in the case where a student suffers from an anaphylactic reaction requiring the application of an Epi-pen. Sabrina's Law came into effect on January 1, 2006. This law imposes specific legal duties in respect to students with anaphylaxis. Occasional teachers must be included in all training, communications and identification at the school level in order to ensure that they are aware of students at risk of a life-threatening allergic reaction.

An occasional teacher should not be required to carry out any activities that may pose a risk to the occasional teacher, other employees, or students due to the lack of required training/qualifications, equipment or physical ability. As a teaching professional, occasional teachers may be required to modify lessons to ensure that there is no risk.

Rights

Occasional teachers benefit from many of the same rights as regular day-school teachers. These include the right to a safe workplace free from assault, discrimination and harassment, the right to just cause with respect to discipline and dismissal, and the right to a transparent job posting and hiring procedure.

Occasional teachers' employment rights are determined by the Employment Standards, Labour Relations and Education Acts of Ontario, in addition to those specifically dealt with in the collective agreement. It is important to review the collective agreement's rights provisions and bring any concerns regarding employment rights to the Association's attention.

Grievance Procedure

Any violation of the collective agreement by the school board, Association, or individual member may be subject to the grievance procedure. This is a dispute resolution mechanism that attempts to remedy any such violations. If the parties cannot agree to a resolution of a dispute over the interpretation of the collective agreement, a third party may be called to mediate a resolution, or determine whether the grievance is supported by the facts and arbitrate a remedy. A member who suspects that the collective agreement has been violated should bring that concern to the attention of the Occasional Teacher Local Bargaining Unit President.

Call-Out Procedures/Job Posting

Occasional teachers are assigned on a casual daily basis through a rotational call-out system. In most school boards across the province, the call-out system is centralized. As work becomes available, it is offered to occasional teachers on the call-out list from top to bottom, based on availability, and in some cases, qualifications. In a few of the very small school boards, daily occasional teacher call-outs are done on a school-by-school basis. OECTA supports a central call-out system that distributes work fairly and equitably to all available occasional teachers.

By the end of the summer each year, occasional teachers are expected to submit an outline of what days, geographic regions/schools and grade(s)/subject area(s) they are available to teach during the coming school year. It is usually only when the board receives this information that the occasional teacher is placed on the occasional teacher list and will be eligible to receive work. Occasional teacher collective agreements will state the deadline for submitting availability information to the school board. School boards may also ask occasional teachers to indicate whether they would be willing to work in a long-term assignment when this information is submitted.

There may be rules in a particular school board regarding refusing a casual daily assignment. Some boards limit the number of refusals, resulting in removal from the call-out rotation if the number of refusals is excessive. Occasional teachers should notify the board regarding changes in their availability.

Long-term occasional teacher assignments are posted for a period of time prior to the assignment, when the board becomes aware of the absence. In most cases, this is before the assignment begins. However, when short-term absences extend into long-term absences, the job may be advertised at that time. School boards place job postings on their website, or through an intranet site, and must be available internally only to current occasional teachers prior to any external advertisement.

Many collective agreements have language that attempts to ensure that qualified occasional teachers who have been on the occasional teacher list the longest have first access to available long-term assignments. This kind of seniority clause will ensure that a school board cannot simply hire a teacher directly into a long-term occasional teaching assignment when there are qualified occasional teachers, already employed by the board, available for the assignment.

It is the Association position that only certified teachers, and members of OECTA, be offered available occasional teacher work. There may be times, however, that the school board is unable to find a certified occasional teacher. Boards have the legal right to employ personnel without teaching certification to replace teachers if no qualified occasional teacher is available. Once a certified teacher is available, however, the Association expects that a certified teacher replace any uncertified personnel.

Also, when school boards are forced to lay-off regular day-school teachers, or, have over-hired regular day-school teachers, they may place these employees into long-term and even casual occasional teaching positions ahead of teachers on the occasional teacher list until a regular teaching assignment is available. The Association, however, expects that school boards hire qualified occasional teachers prior to teachers who are not currently employees of the school board, when there are available regular day-school positions.

Just Cause/Discipline/Dismissal

All members of OECTA have the right to just cause in the case of any disciplinary action taken by a school board. This means that a school board must be able to demonstrate that there is cause for any disciplinary action taken against an occasional teacher. In many occasional teacher collective agreements, there is a “probationary period” during which a lesser standard of just cause applies.

Occasional teachers must be particularly vigilant in ensuring that school boards do not attempt to change their employment status without notifying them. The change in employment status may be very subtle, and many occasional teachers may not even be aware that their employment status has changed. Ways that school boards may discipline an occasional teacher include:

- Placing a letter of concern in the occasional teacher’s personnel file.
- Refusing to call an occasional teacher for work at one or more schools on the occasional teacher’s availability list.
- Removing the occasional teacher from the eligibility list for long-term occasional teaching assignments.

Occasional teachers have the right to review their personnel file, and request copies of anything in their personnel file. Any letter or document of a disciplinary nature should be copied to the occasional teacher prior to being placed in the personnel file, and the occasional teacher has the right to request any such letter/document be removed, or append comments. Should any adverse or disciplinary letter/document come to the attention of the occasional teacher, he or she should contact the OTLBU president.

Health and Safety

Occasional teachers are entitled to a representative on every school board’s Joint Health and Safety Committee. The OTLBU president or a unit representative, at the request of the OTLBU, can fill this role. Concerns regarding safety issues should be brought to the attention of the OTLBU President.

Every school board has policies surrounding safety, including assault and harassment policies. As an employee of the school board, occasional teachers are advised to become familiar with these policies as well as the sections of the collective agreement related to these areas.

In the case where an occasional teacher has an accident during the course of his or her employment, the Workplace Safety and Insurance Board Form 6 (Worker’s Report of Injury/Disease) and Form 7 (Employer’s Report of Injury/Disease) must be completed. The occasional teacher should keep a copy of Form 6 and the employer should provide a copy of Form 7 to the OTLBU. If there are any concerns arising out of an accident during an assignment, occasional teachers are advised to contact the OTLBU President immediately.

Any incidents of assault, discrimination and harassment should be reported according to the board’s policy and the collective agreement. It is the employer’s responsibility to follow-up on complaints made in these areas. The OTLBU president should be contacted if there are any questions or concerns about the complaint procedure.

From the *Teaching Profession Act*:
Duties of a Member to Fellow Members:

18. (1) *A member shall,*
(b) *on making an adverse report on another member, furnish him/her with a written statement of the report at the earliest possible time and not later than three days after making the report;*

Criminal Record Checks/Offence Declarations

During the application process to receive a Certificate of Qualification from the Ontario College of Teachers, teachers must submit a recent criminal record check. Many school boards require proof of a criminal record check prior to hiring a teacher. Annually, all board employees must submit an offence declaration stating that he or she has not been convicted of a criminal offence under the Criminal Code of Canada during the past school year. Many school boards complete the offence declaration through some electronic means.

Criminal record checks and offence declarations are confidential documents and should be kept in sealed files available only to the person responsible for administering such documents at the school board. If there are any concerns arising out of a criminal record check or offence declaration, contact the OTLBU President.

Performance Appraisal/Evaluation

Although it is not legally required, some school boards have a performance appraisal process for long-term occasional teachers. In some boards, the occasional teacher may request a letter of recommendation from the principal. In other boards, there are more formal appraisal procedures.

The Association advocates that such appraisals must be consistent with the performance appraisal criteria negotiated in regular day-school teacher collective agreements. These appraisals should focus on support and development of the occasional teacher, and occur during long-term teaching assignments greater than two months. Any evaluation process for occasional teachers must be developed through a discussion between the Association and the school board through negotiations or through an official joint committee with Association representation.

What do I need to know about Employment Insurance?

Occasional teachers are eligible for regular employment insurance benefits during non-teaching periods: Christmas break, March break and the summer. This is due to the fact that occasional teachers are hired on a casual or substitute basis and are not “contracted to teach” during the non-teaching periods like regular day-school teachers. Statutory holidays are not considered to be non-teaching periods unless they fall within a non-teaching period.

Long-term occasional teachers who sign consecutive 10 contracts and teach the entire school year may not be eligible for regular benefits unless the employment contract is actually terminated between assignments.

The basis of eligibility is that the occasional teacher must work from 400 to 700 hours during the 52-week period prior to the non-teaching period applied for, based on where the occasional teacher lives. For individuals who have entered the work force for the first time, or have returned to the work force after a two-year absence, there may be the requirement for 910 hours of insurable work in the prior 52-week period. This would not apply where pregnancy/parental leave benefits were collected 5 years prior to the 52-week qualifying period.

The basic regular benefit rate is 55 percent of average insured earnings up to a maximum of \$413 per week. Earnings from Employment Insurance are taxable. Benefits are paid after a two-week waiting period. The waiting period applies only once per claim.

Your employer should issue a Record of Employment (RoE) at the end of the employment period. Many school boards will issue the RoE to occasional teachers automatically at the end of each year while others will issue it on request.

Information regarding Employment Insurance benefits as well as all application information can be found on the Human Resources and Social Development Canada website at www.hrsdc.gc.ca. Specifically, occasional teachers should refer to “Employment Insurance (EI) and Teachers.”

Are occasional teachers eligible for pregnancy and parental leave?

Occasional teachers are entitled to a leave of absence from work for the birth and adoption of a child if the board has employed him or her for at least 13 weeks. In many cases, the occasional teacher may also be eligible to receive Employment Insurance benefits if the occasional teacher worked 600 hours in the 52 weeks prior to his or her last claim.

Statutory maternity leave is available for the mother up to 17 weeks for the birth of a child. A mother may begin maternity leave up to 8 weeks prior to the expected date of birth and no later than the week following the birth of the child. This period may be extended or suspended if the child is hospitalized. When applying for Employment Insurance benefits for a maternity leave, a Record of Employment as well as a signed declaration of the expected or actual date of birth.

Parental leave is available to biological or adoptive parents. Up to 35 weeks of statutory parental leave may be taken by one or the other parent or shared between two periods. Employment Insurance benefits may be paid during statutory parental leave based on eligibility. If the mother has already served the two-week waiting period for EI maternity benefits, it does not have to be served again for parental benefits, even if the other parent collects benefits.

Employers must maintain benefits in place prior to the commencement of statutory maternity and/or parental leave, for the period normally covered if the occasional teacher were working. If the occasional teacher were covered by an extended benefits plan that the board contributed to in whole or in part, those benefits would continue while the occasional teacher was on pregnancy and parental leave for the period the occasional teacher would normally receive benefits. The board must continue to pay its share of extended benefits during the statutory leave period.

The employee has the right to return to the same job upon return to work following a statutory pregnancy or parental leave. For occasional teachers, this usually means return to the regular rotation on the Occasional Teacher List. If an occasional teacher returns before a long-term occasional assignment has ended, the occasional teacher should be returned to the same position he or she left.

Information regarding Employment Insurance maternity and parental benefits as well as all application information can be found on the Human Resources and Social Development Canada website at www.hrsdc.gc.ca. Another valuable resource is OECTA Provincial Contract Services Department's publication Pregnancy & Parental Leaves: A Guide (March 2005)

Occasional teachers also have access to Sickness Leave for up to 15 weeks during a teaching period and Compassionate Care Leave for up to 6 weeks to care for a gravely ill family member in danger of dying within 26 weeks. Medical verification is required to qualify for paid benefits during both types of leave and eligibility is based on 600 hours worked in the 52 weeks prior to the claim. Check the Human Resources and Social Development Canada website at www.hrsdc.gc.ca for more information.

Can retired teachers be occasional teachers?

95-day rule

Retired teachers may be employed as occasional teachers and still collect their full retirement pension benefits from the Ontario Teachers' Pension Plan (OTPP) for up to 95 school days for 3 school years if those school years occurred before September 1, 2001 or after September 1, 2006. Although only a single day taught counts against one of the three years eligible towards the 95-day maximum, the 3 years need not be consecutive. After the three years of teaching up to 95 school days, a retired teacher who is collecting pension benefits may only teach up to 20 school days.

Example 1: John retired August 31, 1999. The table below indicates the number of days taught each year since that time. The highlighted days qualify towards the three-year limit of 95 days taught after retirement. How many more years may John teacher up to 95 days without penalty to his pension?

| School Year | Days Taught |
|-------------|-------------|
| 1999-2000 | 95 |
| 2000-2001 | 18 |
| 2001-2002 | 95 |
| 2002-2003 | 95 |
| 2003-2004 | 45 |
| 2004-2005 | 95 |
| 2005-2006 | 95 |

John still has one more year that he is eligible to teach up to 95 days. After that he will be eligible to teach up to 20 days per year without penalty to his pension.

Example 2: Susan retired December 31, 2003. Since then, she has taught 95 days each and every school year. How many years can Susan teach up to 95 days starting September 1, 2006?

Since Susan retired during the “window” between September 1, 2001 and August 31, 2006; none of her years taught after retirement count against her three-year maximum to date. Susan may still teach three years of up to 95 days without penalty to her pension.

Example 3: Robert retired February 1, 1996. The table below indicates the number of days taught each year since that time. The highlighted days qualify towards the three-year limit of 95 days taught after retirement. How many more years may Robert teach up to 95 days without penalty to his pension?

| School Year | Days Taught |
|-------------|-------------|
| 1996-1997 | 30 |
| 1997-1998 | 0 |
| 1998-1999 | 0 |
| 1999-2000 | 45 |
| 2000-2001 | 95 |
| 2001-2002 | 95 |
| 2002-2003 | 0 |
| 2003-2004 | 45 |
| 2004-2005 | 0 |
| 2005-2006 | 95 |

Robert already taught for three years before the “window” between September 1, 2001 and August 31, 2006. Although he was able to teach up to 95 days during the window, he may now only teach up to 20 days each school year after September 1, 2006 without penalty to his pension.

Complete information regarding teaching after retirement can be found on the Ontario Teachers’ Pension Plan website at www.otpp.on.ca.