

AGREEMENT

BETWEEN

**THE WATERLOO COUNTY BOARD OF
EDUCATION
HEREINAFTER REFERRED TO AS THE BOARD**

AND

**O.P.S.T.F. WATERLOO DISTRICT
ELEMENTARY OCCASIONAL TEACHERS'
BRANCH**

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ARTICLE I - PURPOSE

1.01 It is the intent and purpose of the parties in this Agreement, hereinafter referred to as "the Agreement", to set forth terms and conditions defined herein.

ARTICLE II - EFFECTIVE PERIOD

2.01 This Agreement shall come into force and take effect on January 1, 1995 and shall remain in effect until the 31st day of December, 1995, and shall, subject to Section 53 of the Ontario Labour Relations Act, continue from year to year thereafter until either party notifies the other party in writing as to its desire to renew the Agreement with or without modifications and a new Agreement has been reached.

ARTICLE III - RECOGNITION

3.01 The Board recognizes the Branch as the exclusive bargaining agent authorized to represent all Occasional Teachers employed by the Board in its elementary schools and to negotiate on their behalf, and the Branch recognizes the Negotiating Committee of the Board as the official Committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.

3.02 The Board recognizes the right of the Branch to authorize the Federation or any duly authorized representative to assist, advise or represent them in all matters pertaining to the collective Agreement.

ARTICLE IV - DEFINITION AND SCOPE

- 4.01** "Occasional Teacher" — means a teacher who is employed to teach as a substitute for a permanent, probationary or temporary teacher who has died during the school year, or who is absent from regular duties for a temporary period that is less than a school year and does not extend beyond the school year.
- 4.02** "Certified Occasional Teacher" — means a teacher who is qualified to teach in the province of Ontario as defined in the Acts and Regulations.
- 4.03** "Non-Certified Occasional Teacher" — means a teacher who is not qualified to teach in the province of Ontario as defined in the Acts and Regulations and who is employed when a "Certified Occasional Teacher" is unavailable.
- 4.04** "Short-Term Occasional Teacher" — means a teacher who is required to teach under Section 4.01 for a period that is less than the time to be defined as a Long-Term Occasional Teacher" as stated in Section 4.05.
- 4.05** "Long-Term Occasional Teacher" — means a teacher who is required to teach under Section 4.01 for a period of fifteen (15) or more consecutive teaching days in the same assignment.
- 4.06** (a) For the purpose of establishing the fifteen-day period, a partial day (i.e., part-time assignment) shall be counted as one day.

(b) ~~During~~ the fifteen-day continuous period, absences for professional activities or professional development days will not break the continuity but they will not be included as part of the fifteen-day continuous period.

4.07 A Long-Term Occasional Teacher who is scheduled to work when there is a professional activity day shall be paid for the day provided that the Long-Term Occasional Teacher participates in the scheduled professional activities.

4.08 Occasional Teachers' List means a list of all occasional teachers who have been accepted by the Board to teach ~~as~~ occasional teachers in the elementary panel of The Waterloo County Board of Education.

4.09 Branch means the Ontario Public School Teachers' Federation, Waterloo County Occasional Teachers' Branch.

4.10 Federation means the Ontario Public School Teachers' Federation.

4.11 Board means The Waterloo County Board of Education.

ARTICLE V - MANAGEMENT RE ———

5.01 The Branch recognizes that it is the right of the Board to exercise the regular and customary functions of management and to direct the staff subject to ~~the terms~~ of the Agreement.

ARTICLE VI - STRIKES AND LOCKOUTS

6.01 The parties agree that there shall be no strikes or lockouts during the ~~term~~ of ~~this~~ Agreement.

ARTICLE VII - FEDERATION
MEMBERSHIP/CHECKOFF

- 7.01** The Board shall deduct, from every ~~year~~ period for which ~~an~~ Occasional Teacher ~~receives~~, a pay deposit, any fees levied in accordance with the Federation's constitution and bylaws and owing to the Federation.
- 7.02** Dues deducted in accordance with 7.01 shall be remitted ~~to~~ the Secretary of the Ontario Public School Teachers' Federation, 1260 Bay Street, Toronto, M5R 2B7 within thirty (30) days of the dues being deducted.
- 7.03** All Occasional Teachers who ~~are~~ accepted by the Board ~~as~~ Occasional Teachers in the elementary panel shall, as a condition of employment, either maintain their Branch membership or become Branch members upon the signing of this Agreement within a period of thirty (30) days. All new Occasional Teachers in the elementary panel shall, ~~as~~ a condition of employment, subsequent to the signing of this Collective Agreement become and remain Branch members.

ARTICLE VIII - OCCASIONAL TEACHERS'
LIST

- 8.01** The Board shall provide the Branch with ~~an~~ alphabetized list of occasional teachers and, ~~in~~ addition, the Board will provide the Branch with group ~~lists~~ as distributed to the schools.
- 8.02** The list will be initially issued August/September of each school year ~~and~~ updated lists will be published every month thereafter excepting June/July/August.

- 8.03** An Occasional Teacher shall request, in writing, that their name be removed from *the* list.
- 8.04** By June of each year, each Occasional Teacher, whose name appears on the list, shall be issued a request for confirmation of intent to be maintained on the list for the ensuing year. Intent shall be confirmed by June 30.

ARTICLE IX - OCCASIONAL TEACHERS'
TIMETABLE

- 9.01** *On* the first day of a teaching assignment, the Principal will endeavour not **to** assign the Occasional Teacher supervision duty before the commencement of the ~~morning~~ assignment; or noon hour supervision, if **on** afternoon assignment only.
- 9.02** The Occasional Teacher will be assigned only the regularly scheduled duties of the teacher being replaced. Alterations may be made in the schedule only in special circumstances and with the consent of the Occasional Teacher and the Principal.
- 9.03** The Board shall give a minimum of two **(2)** hours' notice of cancellation of any pre-arranged assignment.

Should cancellation of a *pre-arranged* assignment occur without notice, the employer shall pay the Occasional Teacher the pay they would have **received** for that assignment and the Occasional Teacher shall report for alternate duties.

- 9.04** The Occasional Teacher will inquire and the Principal shall provide information to the Occasional Teacher on communicable diseases in the school's environment which may adversely affect the health of the Occasional Teacher.

ARTICLE X - PROVISION OF INFORMATION

- 10.01** The Board agrees to provide new employees with a Collective Agreement and the name of the President of the Branch and the address of the office where the President can be contacted.
- 10.02** The Branch shall notify the Board in writing of the names of its representatives as follows: officers, negotiating committee members, grievance committee members.

**ARTICLE XI - OCCASIONAL
TEACHER/BOARD RELATIONS CO**

- 11.01** An Occasional Teacher/Management Committee will meet at the request of either party to discuss items of concern.
- 11.02** The Committee shall make recommendations to be presented to the Administration.

ARTICLE XII RATES OF PAY

12.01 The Board shall pay rates of remuneration in accordance with the following:

(a) Effective January 1, 1995

The daily rate of a Certificated Short-Term Occasional Teacher shall be:

1/205 of Category **A1**. 0 years experience of **the** Basic Salary Scale of the current Elementary Public School Teachers of Waterloo County Agreement, plus 4% vacation pay.

Non-Certificated Rate is 75% of the Certificated Rate of Pay plus 4% vacation **pay**.

(b) Long-Term Occasional Teacher

An Occasional Teacher employed on a regular basis for fifteen or more teaching days in any one school year shall be paid a prorated salary appropriate to **the** teacher's qualifications and experience, in compliance with the established salary schedule, retroactive to the date of appointment in that position. It is understood **and** agreed **that** the salary of the Long-Term Occasional Teacher include vacation **and** statutory holidays.

12.02 It is the responsibility of the Long-Term Occasional Teacher to provide **the** Board with a QECO Certification Rating Statement **and** supporting documents.

**ARTICLE XIII - LEAVE PLANS - LONG-TERM
OCCASIONAL TEACHER**

13.01 Sick Leave

A Long-Term Occasional Teacher a work assignment will receive Sick Leave on a prorated basis. These Teachers will qualify, therefore, for **two** days of Sick Leave for every twenty (**20**) consecutive teaching days in any one assignment.

13.02 It will be the Occasional Teacher's responsibility, at the end of each assignment, to apply, on Form HR-90-820, for payment of Sick Leave days which have been used.

13.03 Bereavement Leave

(a) A teacher in a long-term occasional assignment may be granted leave, without loss of pay, for up to three days, depending upon circumstances, for bereavement in the immediate family which shall include:

Father	Stepson
Mother	Stepdaughter
Sister	Son
Brother	Daughter
Spouse	Fiancé(e)
Stepfather	Father-in-law
Stepmother	Mother-in-law
Stepsister	Daughter-in-law
Stepbrother	Son-in-law,
Grandfather	Sister-in-law
Grandmother	Brother-in-law
Grandchild	Guardian

(b) An additional leave with or without loss of pay may be granted by the Director of Education or designate.

13.04 The Occasional Teacher may apply to have their name removed from the Occasional Teacher list for a period of time not to exceed one school year. If such a request is granted, the Occasional Teacher will again be added to the list at the request of the Occasional Teacher.

ARTICLE XIV - GRIEVANCE/ ARBITRATION
PROCEDURE

14.01 Types of Grievances

- (a) **Individual Grievance:** A grievance relating to a particular Occasional Teacher, launched by the Branch on behalf of that Occasional Teacher if requested to do so in writing by the Occasional Teacher. The relief sought in the grievance shall relate to that person only.
- (b) **Group Grievance:** A grievance relating to a listed group of Occasional Teachers, launched by the Branch on behalf of those Occasional Teachers. The relief sought in the grievance shall relate only to those listed Occasional Teachers.
- (c) **Policy Grievance:** A grievance concerning an alleged violation of the Agreement which could not be grieved as either an individual or a group grievance, launched by the Branch on behalf of its members.

14.02 (a) Definition

A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration, or alleged violation of this Collective Agreement, including the question of whether a matter is arbitrable.

(b) Recognition

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.

14.03 Informal Stage

The Occasional Teacher, or group of Occasional Teachers, will attempt to resolve a grievance by informal discussion with an appropriate supervisor prior to initiating the formal grievance.

14.04 Formal Stage

Step 1:

- (a) An Occasional Teacher, or group of Occasional Teachers, or Branch at the written request of an Occasional Teacher or group of Occasional Teachers, desiring to submit a grievance shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated, indicate the relief sought and signed by the grievor(s), as the case may be, and shall send the same simultaneously to the Superintendent and the appropriate supervisor and the Branch within twenty-five (25) teaching days from the time and the grievor(s) became or should reasonably have become aware of the circumstances giving rise to the grievance.

- (b) The Superintendent or designate and the appropriate supervisor shall meet with the grievor(s) and the representative(s) within ten (10) teaching days from the receipt of the grievance and shall forward the written decision to the grievor(s) and to the representative(s) within five (5) teaching days of such meeting.

14.05 Step 2

- (a) Failing settlement at Step 1, the grievor(s) shall submit the grievance, in writing to the Director within five (5) teaching days of receiving the decision at Step 1. The Director or designate shall meet with the grievor(s) and the representative(s) within ten (10) teaching days from the receipt of the grievance and shall forward a written decision to the grievor(s) and the representative(s) within five (5) teaching days of such meeting.

14.06 Step 3

Failing settlement at Step 2, the grievor(s) shall submit, in writing, the grievance, together with reasons for the submission to the Chairperson of the Board within five (5) teaching days of receiving the decision at Step 2. The Chair-person of the Board or designate(s) shall meet with the grievor(s) and representative(s) within ten (10) teaching days from the receipt of the grievance and shall forward a written decision to the grievor(s) and to the representative(s) within five (5) teaching days of such meeting.

14.07 Step 4

- (a) Failing settlement at Step 3, the grievor(s) may, within fifteen (15) teaching days of receiving the written decision at Step 3, notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the party's appointee to the arbitration board. The recipient of the notice shall, within ten (10) teaching days, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of its appointee to the arbitration board.
- (b) Where two appointees are so selected they shall, within ten (10) teaching days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time allowed, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.
- (c) The single arbitrator of the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties.
- (d) Each of the parties of the arbitration shall jointly bear the expenses of the arbitrator(s). Each party shall be responsible for their own expenses and costs of the arbitration.

14.08 No Occasional Teacher who is required to be in attendance at any stage of the grievance/arbitration procedure shall be detrimentally affected with respect to any provision in this Collective Agreement.

14.09 (a) All time limits fixed herein for the grievance procedure may be extended only upon written consent of the parties.

(b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

(c) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

ARTICLE XV - JUST CAUSE

15.01 An Occasional Teacher shall be disciplined and/or discharged for just cause. Such shall be communicated to the Occasional Teacher in writing.

ARTICLE XVI - ACCESS TO PERSONNEL FILE

16.01 The Occasional teacher shall have access to their personnel files during normal business hours. A prior request for access will be made by the Occasional Teacher.

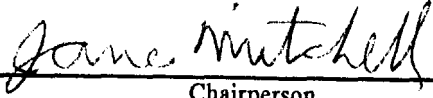
16.02 An Occasional Teacher may receive a copy of any material in the file.

16.03 An Occasional Teacher who disputes the accuracy or completeness of any information in the personnel file, may make application in writing to the Board to have the information corrected. A copy of the Occasional Teacher's letter will be placed in the Occasional Teacher's file.

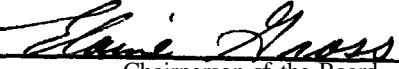
SIGNATURES

Dated *Kitchener*, Ontario this 6th day of February
1995.

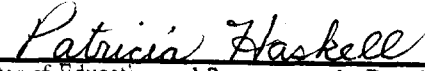
Signed and agreed on behalf of The Waterloo County
Board of Education:



Chairperson
Employee Relations committee of the Board

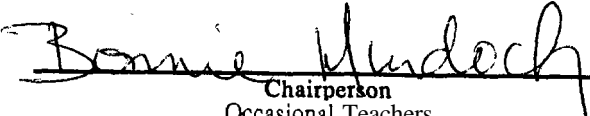


Chairperson of the Board

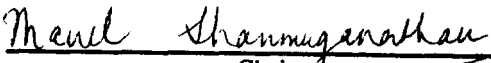


Director of Education and Secretary to the Board

Signed and agreed on behalf of the Occasional Teachers
Waterloo District Branch O.P.S.T.F.



Chairperson
Occasional Teachers
Waterloo District Branch O.P.S.T.F.



Chairperson
Negotiating Committee Occasional Teachers
Waterloo District Branch O.P.S.T.F.

LETTER OF INTENT

It is agreed that the Elementary Occasional Teacher/Management Committee will meet to discuss items of concern to the Occasional Teachers:

1. the posting of Long-Term Occasional positions;
2. the provision of benefits for members of the Occasional Teachers Waterloo District Branch O.P.S.T.F.;
3. the Evaluation of Occasional Teachers;
4. the provision of information to assist the Occasional Teacher at the beginning of a new assignment; and
5. the management of the Occasional Teacher lists.

Janie Mitchell

Chairperson

Employee Relations Committee. of the Board

Elaine Aross

Chairperson of the Board

Patricia Haskell

Director of Education and Secretary to the Board

Bonnie Murdoch

Chairperson

Occasional Teachers J

Waterloo District Branch O.P.S.T.F.

Manoj Shanmuganathan

Chairperson

Negotiating Committee Occasional Teachers

Waterloo District Branch O.P.S.T.F.

