

SOURCE	Sch Bd		
EFF.	97	01	01
TERM.	98	08	31
No. OF EMPLOYEES	420		
NOM. RE D'EMPLOYÉS	S.A.		



The Waterloo County Board of Education

AGREEMENT

BETWEEN

THE WATERLOO COUNTY BOARD OF EDUCATION

AND

**O.P.S.T.F. Waterloo District
Elementary Occasional Teachers' Branch**

JANUARY 1, 1997 TO AUGUST 31, 1998

[Faint, illegible stamp or text]

10009(04)

TABLE OF CONTENTS

ARTICLE I - PURPOSE.....3

ARTICLE II - EFFECTIVE PERIOD.....3

ARTICLE III - RECOGNITION.....3

ARTICLE IV - DEFINITION **AND** SCOPE.....3

ARTICLE V - MANAGEMENT RIGHTS.....4

ARTICLE VI - **STRIKES** AND LOCKOUTS.....4

ARTICLE VII - FEDERATION MEMBERSHIP/CHECKOFF.....4

ARTICLE VIII - OCCASIONAL TEACHERS' LIST4

ARTICLE IX - OCCASIONAL TEACHERS' TIMETABLE.....5

ARTICLE X - PROVISION OF INFORMATION.....5

ARTICLE XI - **AN** OCCASIONAL TEACHER/MANAGEMENT COMMITTEE.....5

ARTICLE XII - RATES OF PAY6

ARTICLE XIII - LEAVE PLANS - LONG-TERM OCCASIONAL TEACHER.....6

ARTICLE XIV - GRIEVANCE/ARBITRATION PROCEDURE.....7

ARTICLE XV - JUST CAUSE.....9

ARTICLE XVI - ACCESS TO PERSONNEL FILE.....9

LETTER OF UNDERSTANDING - POSTING OF LONG-TERM
OCCASIONAL POSITIONS.....1 1

LETTER OF INTENT.....1 2

LETTER OF AGREEMENT: HOURS OF INSURABLE EMPLOYMENT -
METHODS OF DETERMINATION.....1 3

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, 1997 and shall remain in effect until the 31st day of August, 1998 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 "Certificated 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-Certificated 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 "Certificated 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 RIGHTS

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 pay 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, 5160 Orbitor Dr., Mississauga, L4W 5H2 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 30th.
- 8.05** The Occasional Teacher may with written notification apply to have their name removed from the 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 upon written request from the Occasional Teacher.
- 8.06** **An** Occasional Teacher who has not taught **for three (3)** days in the previous school year may be removed from the Occasional Teacher list at the Board's discretion. Notification of Occasional Teachers **removed from** the list will be sent to the Occasional Teachers' Branch.

ARTICLE IX - OCCASIONAL TEACHERS TIMETABLE

- 9.01** On the first day **of** a teaching assignment, the Principal will make every effort 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 prearranged 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/MANAGEMENT COMMITTEE

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

1/205 of Category A1, 0 year's experience of the Basic Salary Scale of the current Elementary Public School Teachers of Waterloo County Agreement, plus 4.0% vacation pay.

Non-Certificated Rate is 75% of the Certificated Rate of Pay plus 4.0% vacation pay.

(b) Long-Term Occasional Teacher

An Occasional Teacher employed on a regular basis for fifteen (15) 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.

12.03 Previous probationary and/or permanent contract teaching experience in Ontario shall be recognized as teaching experience for the purpose of placing a Long-Term Occasional Teacher on the Elementary Public School Teachers' Salary Grid.

12.04 Long-Term Occasional teaching experience, effective September 1, 1997, with the Board shall be **recognized** as teaching experience for purposes only of placing a Long-Term Occasional Teacher on the salary grid in effect in the Board's Elementary Teachers' Collective Agreement. At the time of calculation, if there are at least 116 long-term occasional days of experience, they shall **be** considered to be equivalent to one year for placement on the grid. Calculation of experience will be completed as of August 31st each year.

ARTICLE XIII - LEAVE PLANS - LONG-TERM OCCASIONAL TEACHER

13.01 Sick Leave

A Long-Term Occasional Teacher in 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 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) Leave without loss of pay for up to one day for aunt, uncle, niece, nephew or close friend.
- (c) **An** additional leave with or without loss of pay may be granted by the Director of Education or designate.

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 Information 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 Chairperson 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.

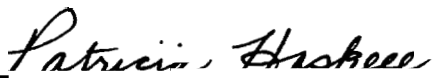
SIGNATURES

Dated at Kitchener, Ontario this ~~24th~~ day of November, 1997.

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



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.:



President Occasional Teachers'
Waterloo District Branch O.P.S.T.F.

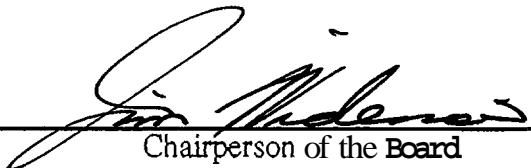



Negotiations Officer
Waterloo District Branch O.P.S.T.F.

LETTER OF UNDERSTANDING
POSTING OF LONG-TERM OCCASIONAL POSITIONS

The parties agree, during the term of this Agreement, to review the procedures which address the posting of Long-Term Occasional positions contained in the **Human** Resources Procedures Manual through the joint Occasional Teacher/Management Committee.

Dated at Kitchener, Ontario this ~~24th~~ day of November, 1997.


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.

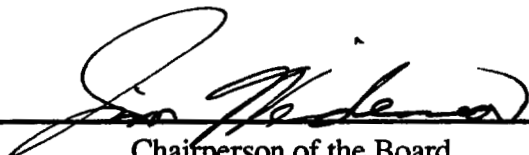

President Occasional Teachers
Waterloo District Branch **O.P.S.T.F.**


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


LETTER OF INTENT

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

1. the provision of benefits for members of the Occasional Teachers Waterloo District Branch O.P.S.T.F.;
2. the Evaluation of Occasional Teachers;
3. the provision **of** information to assist the Occasional Teachers at the beginning of a new assignment; **and**
4. the Management of the Occasional Teachers lists.



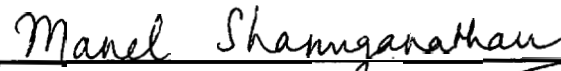
Chairperson of the Board



Director of Education and Secretary to the Board



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



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

MEMORANDUM OF AGREEMENT

BETWEEN

The Waterloo County Board of Education

and

**The Ontario Public School Teachers' Federation Waterloo District
Elementary Occasional Teachers' Branch**

Re: Unemployment Benefits

Hours of Insurable Employment - Methods of Determination

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, under 10(2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that occasional teachers shall be deemed to have worked seven (7) hours each school day they are employed. Occasional teachers employed part-time shall be deemed to have worked hours per day that are pro-rated accordingly.

Dated at Kitchener, Ontario this 20th day of December, 1996.

Signed and agreed on behalf of the
Waterloo **County Board** of Education



Patricia Haskell

Signed and agreed on behalf of
O.P.S.T.F. Waterloo District
Elementary Occasional Teachers'
Branch



Marel Shanmuganathan
Branch Negotiator.