



COLLECTIVE AGREEMENT

between

THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

and

**THE WATERLOO OCCASIONAL TEACHER LOCAL OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

September 1, 2008- August 31, 2012

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Preamble

The Waterloo Catholic District School Board and the Waterloo Occasional Teacher Bargaining Unit, OECTA, are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

Article 1 - Purpose

1.01 It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Association, and to provide for the prompt and equitable disposition of grievances.

Article 2 - Definitions

2.01 (a) '*Teacher*' shall mean any employee of the Board who falls within the term '*Teacher*' as defined in the Education Act, Part X.1, s.277.1, and who is engaged in a teaching function, but does not include a supervisory officer, a principal or a vice-principal.

(b) '*Occasional Teacher*' shall mean an Occasional Teacher as defined in the Education Act, s.1.1:

For the purposes of this Act, a teacher is an Occasional Teacher if he or she is employed by a Board to teach as a substitute for a teacher who is or was employed, by the Board in a position that is part of its regular teaching staff including Continuing Education Teachers but

- i) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him/her shall not extend past the end of the school year in which the death occurred; and
 - ii) if the teacher substitutes for a teacher who is absent from his/her duties for a temporary period, the teacher's employment as a substitute for him/her shall not extend past the end of the second school year after his/her absence begins.
- (c) Casual Occasional Teacher shall mean any Occasional Teacher employed by the Board for a period of 13 or less consecutive days as a replacement for a teacher.
- (d) Long Term Occasional Teacher shall mean an Occasional Teacher who has worked for a period of 14 or more consecutive days as a replacement for a teacher.

- (e) “*Intermittent pre-determined*” shall mean a long term position of which the Board has had advance written notice that a teacher will be absent from his/her classroom duties for reasons such as scheduled workshops, professional duties, illness, etc. for accumulative, but not consecutive number of days, which will be at least fourteen (14) days and the Board has elected to have the absent teacher replaced by the same Occasional Teacher. Pay adjustment will be made retroactive upon completion of the 14th day.
- (f) An individual for whom the Board has secured a Letter of Permission under Regulation 183 to act as a replacement teacher shall be deemed to be an Occasional Teacher. The Board shall forward to the Association the names of such individuals on or before November 30th and April 30th of each year.

2.02 “*Days*” mean instructional days unless otherwise specifically provided. “*Instructional days*” shall be those designated each school year by the Board, and do not include professional activity days or school holidays.

- (a) Each Long Term Occasional Teacher shall have a dated “*Long Term Occasional Teacher Letter of Employment*” specifying the assignment, duration and salary. A true copy of such letter shall be rendered to the Occasional Teacher. Failure by the Board to render such letter does not remove the Occasional Teachers’ rights under 2.01 (d).
- (b) In the event that the Long Term Occasional Teacher’s letter of employment is to be terminated prior to the original termination date, the Long Term Occasional Teacher shall be given five instructional days notice or five days pay in lieu of notice. If the Teacher is to be given the five days pay in lieu of notice, the Teacher will be assigned elsewhere for those days.
- (c) In determining whether to grant a Long Term Occasional Teacher Letter of Employment, the Board shall regard professional activity days which are worked, statutory holidays or days when schools are closed by the Board as not breaking the consecutiveness of the days involved.
- (d) The Board shall not break the consecutiveness of days of an assignment which already is a Long Term Occasional Teacher assignment, or which may become a Long Term Occasional Teacher assignment.

2.03 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

Article 3 - Recognition

- 3.01 This Agreement shall apply to all employees in the bargaining unit, who are Occasional Teachers employed by the Waterloo Catholic District School Board.
- 3.02 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.

Article 4 - Scope

- 4.01 No fulltime Teacher, as defined in Article 2.01 (a) above, shall be covered by this Agreement. However, a person who is employed by the Board as a teacher in respect of a part-time employment, and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect of such Occasional Teaching employment.
- 4.02 No person in any International Languages Programme, Continuing Education or similar such program operated by the Board, shall be covered by this Agreement. However, such person who is legally employed as an Occasional Teacher, shall be covered by this Agreement in respect of such Occasional Teaching assignment.

Article 5 - Management Rights

- 5.01 The Association 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. These may include: hire, assign work, promote, suspend, transfer, layoff, or discipline/discharge for just cause.
- 5.02 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board, and to exercise these rights and obligations in a manner consistent with the Ontario Labour Relations Act, the Education Act and the Regulations of the Ministry of Education.

Article 6 - Association Security

- 6.01 (a) The Board will supply the Association with an up to date list of the Occasional Teachers and their addresses on or before October 31st and March 31st.
- (b) Regular e-mail updates will be sent to the Association Office as changes occur.
- (c) Occasional Teachers shall become members of the Association from the first day of work for the Board.
- (d) In addition to the Occasional Teachers' List, the Board shall provide the Association with the names of the persons who are employed to replace teachers under Regulation 298 Section 21 emergency provision when no Occasional Teacher is available for placement. The Board shall also provide the Association with the names of all persons employed on Letters of Permission. These lists shall be provided electronically to the Association on October 31st and March 31st.
- (e) The Board shall provide the Association with a list of people employed on long-term assignments beginning September 30th of each school year and monthly thereafter.

Article 7 - Just Cause/Probation

- 7.01 (a) The probationary period for an Occasional Teacher shall be 35 (thirty-five) teaching days or the completion of one school year.
- (b) Upon the signing of this Collective Agreement, all Occasional Teachers currently employed on the Occasional Teachers' list as of June 30th, 1998 are deemed to have fulfilled the probationary period outlined in 7.01 (a).
- (c) No Occasional Teacher who has completed his/her probationary period shall be disciplined or discharged without just cause.
- (d) During the probationary period, an Occasional Teacher may be removed from the Occasional Teachers' List only after OECTA has made a presentation to the Superintendent of Human Resource Services. In such an instance there shall be no recourse to the grievance procedure.

Article 8 - Association Dues

- 8.01 During the term of this Agreement, the Board agrees to deduct, from each pay

cheque of each Occasional Teacher, the regular monthly fees and dues as certified by the Association to be currently in effect according to the Constitution and By-laws of the Association. The Association shall notify the Board in writing, no later than August 31 for the following November, as to the amount of dues or fees currently in effect according to its Constitution and By-laws.

- 8.02 In addition to the above, the Board shall deduct from persons employed as an Occasional Teacher who are on a Letter of Permission or employed under Regulation 298 Section 21, the same deduction as per Article 8.01 with a list of names, Social Insurance Number, the amount of the dues deducted and an indication of the Regulation he/she was employed under which.
- 8.03 The Association shall indemnify and save the Board harmless with respect to all claims, suits, judgments, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.

Article 9 - Strikes and Lockouts

- 9.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Association agrees that there shall not be a strike as long as this Agreement continues to operate. Lockout and strike shall be as defined in the Ontario Labour Relations Act as amended from time-to-time.

Article 10 - Association Representation

- 10.01 The Association may appoint, or otherwise select, a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board in the renewal or amendment of this Agreement.
- 10.02 Where a prospective Long Term Occasional Teacher is required to attend negotiation meetings during the period required to qualify for a Long Term Occasional position, the day(s) spent at negotiations shall be considered as teaching day(s) for the purpose of accumulating the required number of teaching days, and the Long Term Occasional Teacher shall be paid by the Board, the daily rate of an Occasional Teacher for such day(s) spent in negotiations.
- 10.03 The Association and the Board agree that there shall be no discrimination, intimidation, restraint or coercion exercised by the Association or any of its members or by the Board with respect to any employee of the Board on the basis of membership in the Association or lawful activity of the Association.
- 10.04 (a) The Board shall pay for up to three (3) executive members of the Association who attend the following meetings with the Board on behalf of the Association:

- Association/Management
 - Grievance
 - Liaison Committee (*letter of understanding*)
- (b) Payment shall apply only to meetings held within school hours and be prorated to the teaching time required to attend the meeting.
- 10.05 (a) No Occasional Teacher shall leave his/her assigned duty to attend Association business without the consent of the Human Resource Officer or designate.
- (b) The Association and/or employees covered by this Agreement will not engage in Association activities during working hours or hold meetings at any time on the premises of the Board without the permission of the Human Resource Officer.
- (c) Occasional Teachers may request the use of a room to conduct Association business. This request shall be approved by the immediate supervisor provided that it does not interfere with the instructional program or community use.

Article 11 – Long Term Occasional Teacher Leaves of Absence

11.01 Sick Leave

- (a) i) An eligible Long Term Occasional Teacher shall be granted sick leave with pay at the rate of two days credit for each month of Long Term assignment. Sick leave credits may be accumulated during the Long Term Occasional assignment and shall be carried forward to each subsequent Long Term assignment or permanent position. Sick leave credits for part time Occasional Teachers will be prorated based upon the percentage of assignment.
- ii) Unused sick leave credits are cancelled upon termination of employment with this Board, or after a two-year leave of absence.
- (b) The sick leave credits accumulated by each Long Term Occasional Teacher shall be reduced by one day for each day of absence caused by sickness, quarantine, physical and/or mental disability. Such a teacher shall, when requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a registered medical or dental practitioner.
- (c) An Occasional Teacher shall be granted a leave of absence as a result of being quarantined by order of the Medical Officer of Health from attending

upon his/her duties without loss of pay or sick leave credits, with the understanding the teacher is not currently on sick leave. The Board has the right to request appropriate documentation in such circumstances.

11.02 Other Leaves with Pay

- (a) In the event of a death of an employee's spouse, child, step-child, ward, brother, sister or parent, leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) consecutive calendar day period beginning with the date of death.
- (b) In the event of a death of an employee's mother-in-law, father-in-law, fiancé/fiancee, grandparents or grandchild, leave will be granted without loss of pay or service credit for three (3) working days within an eight (8) consecutive calendar day period beginning with the date of death.
- (c) At the discretion of the Human Resources Officer or designate one (1) day will be granted for the purpose of attending a funeral.
- (d)
 - i) A male teacher shall be granted up to a maximum of four (4) days effective September 1, 2008 for needs directly related to the birth of his child without loss of pay or service credit.
 - ii) For adoption leave the employee shall have the option of Plan A or Plan B.
 - a) **Plan A**
A teacher shall be granted special leave without loss of pay effective September 1, 2008 up to a maximum of four (4) days for needs directly related to the legal adoption of a child.
 - b) **Plan B**
Where a teacher officially adopts a child, leave of absence may be granted under the same terms and conditions as outlined for Pregnancy/Parenting leave except for proof of pregnancy. The teacher shall notify the Board when initial approval of the adoption application is received from the adoption agency.
 - iii) Short term compassionate leave for very good reason may be granted at the discretion of the Human Resources Officer or designate with or without loss of pay, service credit and/or sick leave credit.

- iv) Emergency leave up to ½ day requires the approval of the Principal or designate.
- v) Leaves may be granted with the approval of the Human Resource Officer or designate with or without pay and/or service credit for reasons not otherwise specified in this Agreement.

11.03 Leaves Without Pay

(a) Association Business

- i) An Occasional Teacher who is elected to the position of Vice-President of the Association shall, if the duties of the office are such that the Vice-President is required to be unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one school year at a time.
- ii) The Local of the Association may, if it so chooses, designate an Occasional Teacher to assist in Association business. If such Occasional Teacher thereby becomes unavailable for assignment, such Occasional Teacher shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one school year at a time.

(b) Other

- iii) An Occasional Teacher, who because of illness, pregnancy, parental, adoption of a child, or other personal reason becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for a period of up to one year.

11.04 Any Occasional Teacher becoming unavailable for assignment pursuant to 11.03 (i) (ii) (iii) above shall inform the Human Resource Officer in writing of the date of commencement of and return from the period of unavailability.

Article 12 – Communication/Posting

12.01 The Board shall provide space on a bulletin board in each school accessible to the Occasional Teachers and upon which the Association shall have the right to post notices related to Association business.

12.02 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Human Resource Officer or designate and the President of the Local.

12.03 All Occasional Teachers shall be provided with access to the Board's e-mail and Staffnet system.

Article 13 – Occasional Teacher Liaison Committee

13.01 The Occasional Teacher Liaison Committee shall be composed of three (3) representatives appointed by the OECTA Occasional Branch Affiliate and three (3) representatives appointed by the Board. The two groups shall each nominate one (1) of their members as a co-chairperson. The committee shall meet as necessary to discuss workplace issues.

Article 14 - Grievance Procedure

14.01 Within the terms of this Agreement, a grievance shall be defined as a difference relating to the interpretation, application, administration, or alleged violation of this Agreement.

14.02 Informal Stage

If an Occasional Teacher who is covered by this Agreement has a grievance, the Occasional Teacher shall discuss the complaint with the Principal, where applicable. Such complaint shall be brought in writing to the attention of the Principal, where applicable, within thirty working days of the incident giving rise to the grievance. The Principal, where applicable, shall attempt to resolve the dispute informally and shall give his/her decision, in writing, within ten working days of receiving the grievance.

14.03 Step I

Should the Occasional Teacher, or the bargaining unit, be dissatisfied with the decision of the Principal, the Occasional Teacher may refer such matter in writing to the Human Resource Officer within ten working days of receipt of the reply of the Principal. The complaint shall constitute a formal grievance at Step I. The statement of grievance shall indicate the name of the grievor; shall state the facts giving rise to the grievance; shall identify by specific reference and provision(s) of this Agreement alleged to be violated, and shall indicate the relief sought. The Human Resource Officer shall answer the grievance in writing within ten working days of receipt of the statement of grievance.

14.04 Step II

If no settlement is reached at Step I, the Occasional Teacher, representatives of the Association and representatives of the Board shall, at the request of the grievor, meet within ten working days of receipt of the written reply, to discuss the grievance. If the grievance is not settled within ten working days, it may be referred to arbitration as provided for in Article 14.10.

14.05 The Association may initiate a policy grievance relating to the interpretation, application, administration or alleged violation of this Agreement beginning at Step II of the grievance procedure. Such grievance shall be filed within thirty working days of the incident giving rise to the grievance and shall be in the form prescribed in Step I.

(a) In the event the grievance is not settled within ten working days, it may be referred to the next scheduled Labour Relations Committee meeting for review.

(b) A written response shall be provided within ten working days of the Labour Relations Committee meeting. If the grievance remains unsettled, it may be referred to arbitration as provided for in Article 14.10.

14.06 The time limit specified in this Article may be extended by mutual agreement in writing between the parties to this Agreement.

14.07 If the stipulated time limits are not met by the party with whom the grievance is being lodged, the grievor shall have the right to appeal the grievance to the next level of the procedure.

14.08 A complaint or grievance arising from an allegation by the Board that the Occasional Teachers or the Association have violated a provision of this Agreement will be referred to the Association within fifteen days of the alleged violation. The parties will attempt to resolve the grievance. Failing resolution, the grievance will be referred to arbitration as provided for in Article 14.10. Such reference will be made within 30 days of the incident giving rise to the complaint.

14.09 In this Article, a working day shall be defined as a school day.

14.10 Arbitration

Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitratable, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference to Arbitration. The notice shall

contain the name of the party's nominee to an Arbitration Board, or the name of a single arbitrator, as the case may be, and shall be delivered to the other within ten working days of the reply under Step II. The recipient party shall, within ten working days, advise the other of the name of its nominee to the Arbitration Board, or the name of the single arbitrator, as the case may be.

14.11 In the case of a Board of Arbitration, the two nominees so selected shall, within five working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairperson, within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The decision shall be final and binding upon the parties and upon any Occasional Teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. The powers of the Arbitration Board shall be the powers of an Arbitration Board established under the Ontario Labour Relations Act.

14.12 Expedited Arbitration

Notwithstanding the procedure above either party may request access to Expedited Arbitration under Section 49 of the Ontario Labour Relations Act 1995.

14.13 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

14.14 Each of the parties hereto shall bear the expenses of the nominee appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any. In the case of an appointment of a single arbitrator, each of the parties will jointly share expenses.

14.15 The Board of Arbitration, or a single arbitrator, as the case may be, shall not be authorized to make any decision inconsistent with any Act or a Regulation thereunder, or the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

14.16 No action of any kind will be taken against any Occasional Teacher because of his/her participation in this grievance procedure.

14.17 The parties may, by mutual consent, agree on the appointment of a single arbitrator whose decision shall be binding.

14.18 By mutual consent, the parties may agree to extend the time limits at any step.

Article 15 - Personnel Files

- 15.01 All Occasional Teachers shall have access to review their personnel files upon giving 24 hours notice prior to viewing. The Occasional Teacher's file shall be examined in the presence of the person authorized by the Board. The Occasional Teacher, upon request, may make photocopies of any document from the file.
- 15.02 Each Occasional Teacher shall have the right to object in writing to any item in the file and such objection shall be attached to the disputed document. No written objection shall be removed from the Occasional Teacher's file without the Occasional Teacher's consent.
- 15.03 No documents, assessments or written comments, any of which are derogatory, shall be placed in an Occasional Teacher's file unless a copy is sent to the Occasional Teacher.
- 15.04 An Occasional Teacher may request in writing, through the Human Resource Officer, the removal of a negative report in his/her file. It is understood that there may be a denial of any such request.
- 15.05 Where an Occasional Teacher gives written authorization to another person acting on her/his behalf, to access the Occasional Teacher's personnel file, the Board shall provide such access and furnish copies of said file, if requested and so authorized.

Article 16 - Occasional Teacher List

- 16.01 The Board shall establish an Occasional Teachers' list. This list shall mean the total of any sub lists of Occasional Teachers kept by the Board's Human Resource Services Department.
- 16.02 To be eligible for inclusion on the Occasional Teachers List, an Occasional Teacher must satisfy the requirements of the Education Act and the Ontario College of Teachers' Act and accompanying Regulations. Nothing herein shall prevent the Board from employing uncertified personnel in the case where a qualified Occasional Teacher is not available as per Regulation 298, Section 21.
- 16.03 Prior to being placed on the Occasional Teachers' List, an Occasional Teacher must first be approved based on a Board's interview process, and also submit proof of College of Teachers membership and all other Board required documentation.
- 16.04 Once accepted for placement on the Occasional Teachers List, the Occasional Teacher shall:

- (a) select the identified geographic area or geographic areas (e.g. *Kitchener-Waterloo, Cambridge, and rural schools*)
 - (b) select one or more of the following divisions:
 - Primary
 - Junior
 - Intermediate – elementary
 - Senior
 - (d) After December 31, 2002, for Occasional Teachers added to the Occasional Teachers' List, specific requests for other than consistent or full day work shall be subject to the approval of the Human Resource Services Department.
- 16.05 (a) Work shall be distributed on a rotational basis in accordance with elections made in 16.04.
- (b) The needs of schools can be accommodated where daily Occasional Teachers are required to replace Teachers who are involved in the Mount Mary program, serving on a committee, teacher relief etc., on a regular /frequent basis with the approval of Human Resource Officer to make arrangements to use the same daily Occasional Teacher on the basis of providing continuity for the Educational Program.

An Occasional Teacher assigned to such an intermittent pre-determined position shall be considered a Long Term Occasional Teacher under Article 2.01 (e) with the approval of the Human Resource Officer.
 - (c) Where the Occasional Teacher is unavailable for assignment such notice will be shared with the appropriate dispatch a minimum of 24 hours prior to the unavailable period.
- 16.06 When an Occasional Teacher is called during the day in an emergency situation, the Occasional Teacher who responds to the call will not be skipped in the regular rotation.
- 16.07 Call out for casual daily Occasional Teacher assignments shall occur between 6:00 p.m. and 10:00 p.m. and beginning at 6:00 a.m. for same day assignments.
- 16.08 An Occasional teacher will inform the Human Resources Officer no later than June 30th of each year of his/her intention to remain on the Occasional Teacher list and/or intent regarding Long Term Occasional Teacher Assignments for the following school year.

16.09 All Occasional Teacher work shall first be assigned to Occasional Teachers on the Occasional Teachers' List.

Article 17 - Daily Occasional Assigned Duties

17.01 a) Each Occasional Teacher shall be assigned only the regularly scheduled duties and workload of the teacher being replaced. Planning time and supervision are included.

b) In Elementary, on single day placements, the Occasional Teachers shall receive a minimum 40 minute block of preparation and planning time. Notwithstanding, an Occasional Teacher replacing as FSL teacher or Planning Time Teacher shall receive planning and preparation time as per the Waterloo Elementary Bargaining Unit Collective Agreement.

c) In Secondary schools, an Occasional Teacher may be required to do an Emergency On-Call that may normally have been assigned to the teacher that he/she is replacing for the day.

17.02 An Occasional Teacher shall not be responsible for supervisory duties prior to the beginning of morning classes on the first day of an assignment. An alternate assignment for supervision may be made for later in the day.

17.03 No Occasional Teacher shall be required to perform any medical procedure or administer medication to any student.

17.04 An Occasional Teacher assigned a half-day in an elementary school for the morning session, may be required to perform lunch supervision if such supervision is part of the teacher's assignment on the day of the teacher's absence during the school's first lunch period supervision. Where the Occasional Teacher has accepted an afternoon teaching assignment he/she upon notification to the principal will not be expected to do the applicable lunch hour supervision.

Article 18 - Long Term Occasional Positions

18.01 (a) Long Term Occasional positions shall first be granted to unassigned elementary/secondary Teachers or elementary/secondary Teachers on recall (covered by the current elementary and secondary agreements), then to Occasional Teachers who have been approved for placement on the Board's Long Term Occasional Teachers list and hold the required qualifications as set out in the Education Act and Regulations.

(b) When a casual assignment becomes a Long Term assignment the

Occasional Teacher filling that assignment will be given the option to continue in that position provided that he/she has the required qualifications as set out in the Regulations.

- 18.02 (a) The Board shall send an Opportunity Bulletin to each school location and post such openings on the Board's web-site with an application indicating any Long Term Occasional openings for which the Human Resources Department has received prior written notice, which has a duration of three (3) months or longer. Bulletins will be posted in May, November, and February.
- (b) Consideration for these Opportunity Bulletin Positions shall be first given to Occasional Teachers who have submitted such applications.
- 18.03 (a) An Occasional Teacher has been on a Long Term Occasional assignment of three (3) months or more has the option of requesting an evaluation by the Principal of that school. The evaluation shall take the form of the NTIP Performance Appraisal. The summative report shall be forwarded by the Principal to the Board Office for inclusion on the teacher's personnel file. The evaluation shall take place at the discretion of the Principal.

Article 19 - Method of Payment

- 19.01 An Occasional Teacher employed by the Board shall be paid a daily salary for each day of casual assignment according to the following rate of pay:
- | | | | |
|---|-----------------------------|---|----------|
| - | Effective September 1, 2008 | - | \$205.77 |
| - | Effective September 1, 2009 | - | \$211.94 |
| - | Effective September 1, 2010 | - | \$218.30 |
| - | Effective September 1, 2011 | - | \$224.85 |

The rates outlined above are inclusive of statutory holiday and vacation pay.

- 19.02 A Long Term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board's Teachers. Category placement on the grid will be determined in accordance with QECO Programme 5. The grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and category placement. Payment of the teachers' salary grid shall be retroactive to the first day of the Long Term Occasional Teacher assignment.
- 19.03 All Occasional Teachers shall be paid bi-weekly via electronic transfer. Pay statements are to be mailed and/or electronically transmitted upon issue.
- 19.04 An Occasional Teacher on a Long Term Occasional Teacher assignment shall be paid when the school(s) is/are closed by the Director due to inclement weather or emergency situations.

Article 20 - Allowance for Experience for Long Term Occasional

20.01 Experience shall mean the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teachers' College, or Faculty of Education, as a teacher employed with a school board constituted under the Education Act, or an educational institution acceptable by the Board, and shall be recognized in full to the nearest month as of September 1st of each year.

20.02 (a) Teaching experience will be based on actual teaching time as a qualified Teacher. Part year experience for Occasional Teachers will be recognized with a 10% increment for each 19 teaching days of service.

(b) Only that experience earned while holding an Ontario Teaching Certificate (or foreign equivalent) will be recognized.

20.03 Upon assignment to a Long Term Occasional teaching position, a notification letter shall be sent from the Human Resources Officer indicating:

- approximate length of assignment
- rate of pay based on QECO rating
- number of accumulated sick days

A signed copy of the above mentioned notification letter must be returned to the Board.

20.04 (a) A Long Term Occasional Teacher's placement on the salary grid will be determined through the use of QECO Programme 5. The onus of proof of an Occasional Teacher's placement on the schedule rests with the Occasional Teacher. Such proof must be documented.

(b) i) A Teacher presenting an evaluation statement from QECO by January 15th based on courses taken prior to September 1st, shall have his/her salary adjustment, if any, made retroactive to September 1st of that same school year.

ii) A Teacher presenting an evaluation statement from QECO by April 30th based on courses taken prior to December 31st, shall have his/her salary adjustment, if any, made retroactive to January 1st of that same school year.

iii) No adjustment will be made until the Teacher has submitted proof of the completion date of the final course taken.

- iv) No salary adjustments relevant to QECO placement will be considered after April 30th for that school year during the term of this Agreement.
- v) All submissions/correspondence with regards to this Clause will be through the Human Resources Officer.

Article 21 - Benefits

21.01 Long Term Occasional Teachers assigned to a position for three consecutive months or more shall be eligible to participate in the Board plans for Life Insurance, Accidental Death and Dismemberment, Extended Health and Dental Insurance on the same basis as regular day school teachers. For part-time teachers the Board's share will be pro-rated based on percentage of assignment. For retired teachers accepting a Long Term Occasional assignment, the benefits shall reflect those chosen upon retirement under the Retiree Benefit Plan as established prior to October 1, 2004.

Article 22 - Reporting Pay

22.01 An Occasional Teacher who reports for a half day placement as a result of a dispatching error on the part of the Board shall be paid a half day's pay for reporting as required, and shall be assigned appropriate duties by the Principal or designate.

22.02 An Occasional Teacher who reports for a full day placement as a result of a dispatching error on the part of the Board shall be paid a full day's pay for reporting as required, and shall be assigned appropriate duties by the Principal or designate. The Board may re-assign the teacher to another school if necessary.

22.03 An Occasional Teacher who reports for a placement and does not work because of inclement weather shall receive a half-day's pay.

Article 23 - Professional Development Days

23.01 A Long Term Occasional Teacher shall be required to attend professional activity days commensurate with the percentage of contractual time which they are deemed to hold.

23.02 An Occasional Teacher not meeting the conditions in Article 23.01 may attend, without pay, scheduled professional development days arranged by the Board.

Article 24 - Travel Allowance

24.01 A travel allowance in accordance with Board Policy, AP Memo APS010, shall be paid to Occasional Teachers when replacing Itinerant Teachers.

24.02 An Occasional Teacher who accepts an assignment at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations. It is understood that an Occasional Teacher accepting such an assignment has travel time exclusive of preparation time and supervision time, and only on such an assignment may where possible be exclusive of lunchtime. The travel allowance as outlined in Article 24.01 shall be applicable to the Occasional Teacher with such an assignment.

Article 25 - Distribution of Agreement

25.01 The Board shall issue a copy of this Agreement to each Occasional Teacher in its employ.

Article 26 - Duration of Agreement

26.01 The Agreement shall be in effect from September 1, 2008 and shall continue in full force up to and including August 31, 2012, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, within 120 days prior to the expiration date, as to its desire to negotiate with a view to renewal with or without modification, of this Agreement. If notice is given, the parties shall meet within 30 days from giving of notice or unless otherwise mutually agreed upon.

**LETTER OF UNDERSTANDING
CRIMINAL BACKGROUND CHECKS AND OFFENCE DECLARATIONS**

The Criminal Background Check and the yearly Offence Declarations required of members of the Bargaining Unit under Regulation 5.21/01 shall be stored in a confidential file

**LETTER OF UNDERSTANDING
COMBINING PART DAY OCCASIONAL ASSIGNMENTS**

The parties agree to establish a committee with two (2) representatives appointed by the Board and two (2) representatives appointed by the Bargaining Unit to investigate and make recommendations regarding the combining of 0.5 Occasional Teacher assignments to a full day. Such recommendations will be consistent with the Collective Agreement and within the capacity of the Smartfind Express call out system.

Dated at Kitchener, this _____

For the Board

For OECTA

Roger Lawler

Warren Grafton

Bryan Mahn

Carl Davey