

COLLECTIVE AGREEMENT

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

hereinafter referred to as "the Board"

and

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(Occasional Teachers' Local - Simcoe County)**

hereinafter referred to as "the Union"

Effective September 1, 2003 to August 31, 2004

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SIMCOE COUNTY DISTRICT SCHOOL BOARD

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ELEMENTARY TEACHERS' FEDERATION
(Occasional Teachers' Local – Simcoe County)
Executive 2003- 2004 School Year

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Secretary	Susan Inc
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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, hereinafter referred to as the "Collective Agreement" or the "Agreement" to set forth certain of the conditions of employment agreed to between the parties.

ARTICLE 2 - RECOGNITION

- 2.01 The employer being the Simcoe County District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union) as the exclusive bargaining agent for all Occasional Teachers employed by the Board in its elementary schools.

ARTICLE 3 - TERM OF AGREEMENT

- 3.01 This Agreement shall be in effect from September 1, 2003 and shall remain in effect until August 31, 2004, and from year to year thereafter, unless either party notifies the other party in writing, as to its desire to renew the Agreement with or without modifications, pursuant to Section 59.1 of the Ontario Labour Relations Act.

Any amendment to, or variation in, procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Board and the Union.

ARTICLE 4 - DEFINITIONS

- 4.01 "Occasional Teacher" means a teacher 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.
- 4.02 "Teacher" means a member in good standing with the Ontario College of Teachers.

- 4.03 "Continuous Occasional Teacher" means an Occasional Teacher who is employed for a period of ten (10) or more consecutive teaching days as the replacement for the same teacher.
- 4.04 "Union" means the Elementary Teachers' Federation of Ontario.
- 4.05 (a) A Continuous Occasional Teacher ceases to be such upon the earliest of:
- (i) The return to teaching of the teacher being replaced or
 - (ii) The end of the school year; or
 - (iii) The written resignation of the Occasional Teacher, or
 - (iv) The completion of the assignment as determined by the Board. If the reason for the determination of completion is unusual the Board will, upon request, discuss such reason with the Union.
- The above is not an exhaustive list of when a Continuous Occasional Teacher's assignment can end.
- (b) Notwithstanding Article 4.05 (a)(ii) the Board may extend the assignment into the next school year.
- 4.06 "Local Union" means the Simcoe County Elementary Occasional Teachers' Local.
- 4.07 "Strike" and "Lockout" shall have the same meaning as defined in the Labour Relations Act.
- 4.08 "Days" shall mean school days.
- 4.09 "Qualified" means an Occasional Teacher who is certified to teach as determined by the Ontario College of Teachers and whose Certificate of Qualification specifies qualifications in the respective division or subject area of the assignment and the Occasional Teacher must have indicated a desire to teach in that division/subject area.
- 4.10 "Board" shall mean the Simcoe County District School Board.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Board and the Union agree that there shall be no strike or lockout during the term of this Collective Agreement.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.01 (a) (i) An Occasional Teacher, new to the Board's list, who has not previously completed satisfactorily a probationary period as a teacher with the Simcoe County District School Board, shall serve a probationary period of sixty (60) days in the elementary panel.
- (ii) A probationary report shall be given to a teacher who has been approved to be placed on the Simcoe County Elementary Occasional Teachers Board supply list or has for the first time accepted a Continuous Occasional assignment.
- (iii) The Parties recognize that the probationary process is a shared responsibility and the failure of the Board to provide the probationary report will not release the employee from his/her obligations under Article 6.01.
- (b) A Continuous Occasional Teacher who is not on the List will be considered to be on probation and will comply with the requirements of the probationary process. Such time worked will be applied should the occasional teacher be subsequently approved for placement on the List.
- (c) The probationary period as defined in 6.01(a) will not be considered complete until the Occasional Teacher has had his/her report signed off satisfactorily a minimum of eight (8) times with at least two (2) signatures within each grouping of fifteen (15) teaching days.
- (d) If the probationary report referred to in 6.01(c) contains an "unsatisfactory" report from an administrator, the probationary period will not be considered complete without the approval of the Employee Services Manager.
- (e) Should the Employee Services Manager not approve the completion of the probationary period, a meeting will be held in accordance with Article 7.04.

ARTICLE 7 - MANAGEMENT AND EMPLOYEE RIGHTS

7.01 MANAGEMENT

The right to manage and conduct the business of the Board is vested with the Board and its administration, save and except to the extent specifically modified by a provision of this Agreement. Without limiting the foregoing, the Board's rights shall include the right to hire, assign, evaluate, promote and transfer Occasional Teachers, including the assessment of requirements and qualifications for assignment; the right and responsibility to demote, discipline, suspend or discharge Occasional Teachers only for just cause; the right to release probationary Occasional Teachers; the right and responsibility to approve the services and courses to be provided and to alter, eliminate, establish or change

services, courses and objectives; the right to determine the programs and activities offered by the schools; the right to determine job content and functions to be performed; the right to approve the number of students to be allocated to a program, class size, subjects to be taught, the designation or establishment of organizational units; the right to select persons for positions of responsibility; the right to determine the hours of school, the school year, the holidays to be observed; the right to make, change and enforce reasonable rules and regulations and all other such aspects of the Board's jurisdiction as in the legislation and regulations pertaining to education and labour in the Province of Ontario.

7.02 Only supervisory officers and elementary principals and permanent vice-principals shall formally evaluate an Occasional Teacher's competence.

7.03 **EMPLOYEE**

(a) No occasional Teacher shall be discharged or disciplined without just cause. Such cause shall be provided to the Occasional Teacher in writing, within five (5) days from the time the Occasional Teacher is informed of any such action.

(b) Notwithstanding 7.03(a) the Board may discharge probationary Occasional Teachers at its discretion, provided such discretion is not exercised in a manner that is arbitrary, discriminatory or in bad faith.

(c) The parties agree that Article 10 (Grievance Procedure) applies to probationary Occasional Teachers.

7.04 Prior to the imposition of any of the actions listed in 7.03, there shall be within a reasonable timeline a meeting held between the Occasional Teacher and a Board representative to discuss the matter in the presence of and with the assistance of the Union Local President or designate. A Provincial Representative may attend at the request of the Union Local President or the Occasional Teacher.

7.05 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

7.06 The rights referred to in Article 7 shall be exercised subject to the provisions of the Collective Agreement.

7.07 **Personnel Files**

The personnel file pertaining to an Occasional Teacher shall be maintained in the Employee Services Department of the Board. The file shall be available and open to the Occasional Teacher, and to anyone authorized, in writing, to act on

behalf of the Occasional Teacher, for inspection in the presence of an Employee Services Department Officer by appointment during the regular working hours of the department.

- 7.08 The scheduled interval between classes for the lunch break for occasional teachers shall be not less than forty (40) consecutive minutes. The lunch break for an occasional teacher shall be without pay.
- 7.09 An Occasional Teacher who completes at least three continuous assignments of at least 90 days each and has received satisfactory evaluation shall, upon request, be interviewed at the next interview session for the elementary teacher "Pool Hiring Process" to develop the "Ready to Hire List".

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Local Union shall notify the Superintendent of Employee Services of the names of its representatives to the negotiating committee.
- 8.02 Up to four (4) Occasional Teachers serving on the Collective Bargaining Committee shall receive salary for a maximum of five (5) days spent negotiating with the Board's negotiating committee prior to conciliation, provided the time involved interrupts a planned teaching assignment or a call to teach on the day of negotiations.

ARTICLE 9 - UNION MEMBERSHIP AND DUES CHECK OFF

- 9.01 The Board shall deduct, for every pay period and for each Occasional Teacher, union dues. Dues deducted in accordance with this Article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of being deducted. The Union shall inform the Board, at least twenty-one (21) days prior to the change, of the amount of such dues.
- 9.02 The payment in Article 9.01 shall be accompanied by a Dues Submission List showing the employee's name, current earnings, year to date earnings, current amount deducted, year to date amount deducted and the last pay received identifier.

A copy of each Dues Submission List submitted to the Union shall be forwarded to the President of the Local Union

- 9.03 The Union agrees to indemnify and save harmless the Board in respect of all claims, suits, actions, causes of actions, and from any form of liability which may arise as a result of deduction or failure to deduct dues provided for herein.

- 9.04 The Board agrees to print and distribute the collective agreement to each Occasional Teacher employed by the Board and to each new Occasional Teacher added to the Occasional Teacher List. The Union agrees to pay 50% of the cost of the printing and distribution of the collective agreement.
- 9.05 The Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board, shall indicate the amount of union dues paid by each Occasional Teacher during the previous year.
- 9.06 The Board shall provide to the Union once each year, on request, a letter stating the total number of days of elementary Casual and Continuous Occasional teaching days for the previous school year.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Definition of Grievance

It is mutually agreed that it is the spirit and intent of the Agreement to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of the Agreement.

10.02 Types of Grievances

- (a) **Individual Grievance**: a grievance relating to a particular Occasional Teacher, launched by the Union on behalf of that 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 Union on behalf of those Occasional Teachers. The relief sought in the grievance shall relate to those listed Occasional Teachers.
- (c) **Policy Grievance**: a grievance concerning an alleged violation of this collective agreement, which could not be grieved as either an individual or group grievance, launched by the Union on behalf of its members. A Policy grievance will be presented at Step 2 to the Director of Education.
- (d) **Board Grievance**: a grievance concerning the alleged violation of this collective agreement by the Union. A Board grievance will be presented at Step 2 to the President of the Local Union.

10.03 Informal Stage

- (a) Any dispute, to be recognized as either an individual or group grievance, must first be discussed with the Occasional Teacher's supervisor by the Occasional Teacher with Union representation if requested by the Occasional Teacher, within ten (10) working days of the day the teacher became aware of the occurrence of the circumstance giving rise to the grievance. The supervisor shall respond in writing to the Occasional Teacher within ten (10) days of this discussion. If the Occasional Teacher is unable to resolve the dispute by informal discussion, the Union may file a formal grievance at Step One.
- (b) The informal procedure may involve an informal discussion between the Occasional Teacher, a Union Representative and the Manager of Employee Services.

10.04 Step 1

If the Grievance(s) is not to be considered as settled on the basis of the informal discussion, the Union shall submit the grievance notice, in writing, to the Superintendent of Employee Services within fifteen (15) school days of receipt of the response at the Informal Stage. The notice shall contain the complete grievance, listing all the clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission. Within ten (10) school days of receipt of the grievance a meeting will be held with the griever, a Union representative and the Superintendent of Employee Services. The Superintendent of Employee Services shall respond to the grievance, in writing, within ten (10) school days of the meeting.

10.05 Step 2

If no settlement is reached, the grievance shall be filed, in writing, to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Director of Education, or designate, and up to two (2) trustees and up to three (3) members of the Union, including the griever, should the griever wish to attend. The Director or designate shall provide a written response within ten (10) school days of the meeting being held.

10.06 Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response.

10.07 All time limits herein for the grievance procedures may be extended only upon the written consent of the parties.

10.08 **Arbitration**

When either party requests that a grievance which has been properly carried through the steps of the grievance procedure be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) school days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

10.09 **Board of Arbitration**

- (a) When both Parties agree, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to the arbitration board. The recipient of the notice shall within ten (10) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.
- (b) If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.

10.10 **Decision of the Arbitrator or Board of Arbitration**

The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all Parties.

10.11 **Expenses of the Arbitrator or Board of Arbitration**

- (a) Both Parties agree to pay one-half ($\frac{1}{2}$) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties respective appointees and one-half ($\frac{1}{2}$) of the fees and expenses of the chair of the arbitration board.
- (b) Each party shall bear its own expense respecting appearances at hearings of the Arbitration Board and shall bear at its own expense the cost of counsel at each step of the grievance procedure.

10.12 **Discharge Grievance**

Where an Occasional Teacher has been discharged, the Occasional Teacher may file a grievance at Step 2 within five (5) school days of written notice of discharge.

10.13 **Grievance Mediation**

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

10.14 **Attendance at Grievance Meeting**

- (a) A griever who is required to be in attendance during Steps One and Two of the grievance procedure shall not suffer loss of pay, sick leave credits, benefits, seniority nor credit for teaching experience.
- (b) Each party shall be responsible for the salary of its own witnesses summoned by the single arbitrator or chairperson, as the case may be, in Step Three of the grievance procedure. During Step Three the griever shall not suffer loss of sick leave credits, benefits, seniority nor credit for teaching experience.

ARTICLE 11 - OCCASIONAL TEACHERS' LIST

- 11.01 (a) The Board shall furnish to the President of the Local Union a copy of the list of staff who are available for occasional teaching assignments in the elementary schools. The list shall be furnished initially in August/September of each school year, and except for the months of June, July and August shall be revised and published monthly.
- (b) The list of staff referred to in 11.01(a) will show the employee's name, telephone number, the subject area/divisions they are qualified for and have agreed to teach and the area or specific schools where they have indicated a desire to teach.
- (c) The Board may, during the term of the collective agreement, discontinue the publication of the list by providing the information specified in (b) to the Local Union in a manner that is acceptable to the Local Union.
- (d) The Board shall provide a set of mailing labels a minimum of four times per school year. If the Union needs and requests additional sets of labels, the Board shall provide them at cost to the Union.

- (e) Occasional Teachers who have not had earnings as an Occasional Teacher in the previous school year will have their names removed from the list issued for September of the subsequent school year.

11.02 Where an Occasional Teacher requests, in writing, that his/her name be removed from the list, it will be removed from the next published list.

11.03 When names are added to or deleted from the list, the President of the Local Union shall be so notified.

11.04 (a) Each September 30, the maximum number of Occasional Teachers on the Main Occasional List shall not exceed 35% of the number of elementary teachers.

(b) The Board may maintain a Supplementary List of Occasional Teachers with a maximum of two hundred (200) Occasional Teachers.

(c) The Board may exceed the numbers on the Supplemental List specified in article 11.04(b) when, in its opinion, a need is identified. This will be done in consultation with the Local Union.

(d) The Dispatch System will dispatch an Occasional Teacher from the Supplementary List only after it has made one attempt to offer the available position to each qualified Occasional Teacher on the Main List.

The Union and the Occasional Teachers will accept the integrity of the Dispatch System and not grieve under Article 10, the use of the Supplementary List.

(e) The Board may temporarily add an Occasional Teacher to either list when an "active" Occasional Teacher becomes listed as "inactive" by virtue of accepting a continuous occasional teaching assignment or by otherwise removing their name temporarily from either list. At the completion of the assignment or a return to the List, the Board will remove the Occasional Teacher's name from the List who was the temporary replacement.

(f) The Board may fill a vacancy that is anticipated to be a continuous vacancy with an Occasional Teacher who is not on the Lists defined in Articles 11.04 (a) and (b).

The Board will give consideration to those teachers on the List who have made written application prior to the closing date for a vacancy posted in

accordance with Article 12.01. Neither failure to hire such an applicant nor any insufficiency in consideration of any application is a violation of the Agreement. Therefore neither the decision of whom to place in the vacancy nor the sufficiency of the consideration are matters over which an arbitrator shall have any jurisdiction.

(g) The Board may use uncertified people who are not on the Lists as required in order to meet its needs, as determined by the Board.

(h) The number of Occasional Teachers on the Lists as specified in article 11.04(a) will be attained through normal attrition

11.05 Notwithstanding Article 11.04, should teachers be determined redundant during the school year the Board may use such redundant teachers, to fill positions normally filled by Occasional Teachers.

11.06 It is the responsibility of the Occasional Teacher to identify the day(s), or portion thereof; school(s) or district(s); division(s); and or subject area(s); for which they would be available to work.

11.07 It is the responsibility of an Occasional Teacher to notify the System if they are temporarily unavailable for work. Once the System is so notified it will not call an Occasional Teacher for assignment during the period of unavailability.

11.08 It is understood that the Dispatch System will be programmed to call at predetermined hours of the day. The Board, in consultation with the Union, may change such times as required to meet the needs of the schools.

11.09 The Board agrees to jointly review on an annual basis, at the request of the Union, the Dispatch System call-out procedure.

ARTICLE 12 - POSTING OF POSITIONS

12.01 A vacancy, which will entail the hiring of a Continuous Occasional Teacher, which is known to exceed three (3) months in duration, and which is known three (3) weeks in advance, shall be posted. The Board may, at its discretion, post vacancies that are less than three (3) months or known less than three (3) weeks in advance.

ARTICLE 13 - SALARY

- 13.01 A Continuous Occasional Teacher who holds a Q.E.C.O. Rating Statement shall be paid, retroactive to the first day of the current assignment, according to the corresponding salary group on the current salary schedule of the Collective Agreement between the Board and the Union representing Elementary Teachers with experience as recognized under Articles 13.05 and 13.06 of this Collective Agreement.
- 13.02 A Continuous Occasional Teacher, with an acceptable university degree but who does not hold a Q.E.C.O. Rating Statement shall be paid retroactive to the first day of the current assignment, at Cat. A1 of the current salary schedule of the Collective Agreement between the Board and Union representing Elementary Teachers with experience as recognized under Articles 13.05 and 13.06 of this Collective Agreement.
- 13.03 Effective September 1, 2001 category placement for Continuous Occasional Teachers shall be determined in accordance with Article 11.01 in the collective agreement between the Board and the Union representing the Board's permanent elementary teachers.

As of September 1, 2001, the wording of Article 11.01 in the collective agreement between the Board and the permanent elementary teachers is:

- (a) The placement of union members in their respective salary categories shall be determined in accordance with the Qualifications Evaluation Council of Ontario - Teachers' Qualifications Evaluation Program 5 (QECO-5) in effect at September 2000.

Any changes in content or in interpretation, made subsequent to the QECO 5 plan in effect at September 2000, must be approved by the Board and the Union for recognition by the Board in Teacher category placement.

- (b) No Teacher employed by the Board or a predecessor Board before September 1, 2000 will have his or her category placement reduced as a result of 11.01 (a).
- (c) Category placement changes as a result of re-evaluation under QECO-5 will be effective from the date on which a revised statement of placement is received by the Employee Services Department.

- 13.04 A Continuous Occasional Teacher who has completed all of the course work and qualifies for a change in category prior to the first day of September and submits a copy of the application for category change on or before November 30th of that year will have a salary adjustment retroactive to the first day of September of that year providing the rating statement is submitted before June 30th of that school year.
- 13.05 (a) Only part-time or full-time elementary or secondary school teaching experience in Canada, gained while engaged as a teacher in a permanent position or on a continuous occasional assignment shall be credited by the Board in determining a Continuous Occasional Teacher's placement on the salary scale. Part-time experience shall be pro-rated.
- (b) Teaching experience on a Continuous Occasional assignment shall be credited on the basis of one month equals .1 of a school year (20 days).
- (c) Teaching experience shall be calculated to the nearest full year (5 complete teaching months or more shall be taken to the next full year).
- (d) Experience credits recognized in accordance with Articles 13.05 (a)(b) and (c) shall be based on experience earned to September 1 of the current school year and must be supported by documentation acceptable to the Board. Experience will not be recognized prior to the receipt of such documentation. Upon receipt of such documentation, experience will be recognized retroactive to September 1 of the current school year.
- 13.06 Any change in a Continuous Occasional Teacher's credited experience recognized under article 13.05, will be retroactive to the first day of the current assignment.
- 13.07 The "Total" daily rate (and corresponding amounts) will be as follows:

Effective September 1, 2003

Daily	Statutory		
Basic	Holiday	Vac.	
<u>Salary</u>	<u>Pay</u>	<u>Pay</u>	<u>TOTAL</u>
\$152.95	\$4.74	\$6.31	\$164.00

Effective February 1, 2004

Daily	Statutory		
Basic	Holiday	Vac.	
<u>Salary</u>	<u>Pay</u>	<u>Pay</u>	<u>TOTAL</u>

- | | | | | |
|--|-----------------|---------------|---------------|-----------------|
| | \$153.88 | \$4.77 | \$6.35 | \$165.00 |
|--|-----------------|---------------|---------------|-----------------|
- 13.08 (a) The salary schedules referred to in Articles 13.01 and 13.02 will be reduced by an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. The resulting salary will be considered to be the basic salary.
- (b) The vacation and statutory holiday pay to which the Occasional Teacher referred to in 13.08(a) is entitled under applicable legislation shall be added to the basic salary.
- (c) Vacation pay will be itemized on the Occasional Teacher's pay advice.
- 13.09 (a) Where an Occasional Teacher is employed on a part-day basis to replace a teacher, the Occasional Teacher's salary shall be pro-rated according to the terms of employment of the teacher being replaced.
- (b) Notwithstanding Article 13.09(a), a casual occasional teacher employed to replace a librarian who is providing planning time for other teachers (in schools of less than 20 classroom teachers) may be employed for .5 of the day and shall be paid for the proportion of the day that the occasional teacher worked. This will apply for the first two days of the assignment.
- 13.10 (a) In the event that an Occasional Teacher is requested to report at a school, for duty, and then, on reporting, is advised that the assignment has been cancelled, the Occasional Teacher shall be paid for the proportion of the day that the assignment entailed, providing the Occasional Teacher accepts, if requested, an alternative comparable teaching/supervision assignment at that location.
- (b) Notwithstanding 13.10(a) and 17.01(c) a Casual Occasional Teacher will not be paid for a day where a school has been closed and such closure has been broadcast at least seventy-five (75) minutes prior to the school's normal start time.

ARTICLE 14 - PAY PERIOD

- 14.01 (a) Occasional Teachers shall be paid every two weeks on a schedule determined by the Board.
- (b) It is the responsibility of the Occasional Teacher to submit their time sheet for payment prior to the deadline. Late time sheets will be paid on the next pay. Such deadline will be the end of the third business day following the end of the pay period.

- 14.02 Each Occasional Teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.
- 14.03 The board may, during the term of this collective agreement, implement an electronic time sheet and a new procedure will be developed by the Board in consultation with the Union.
- 14.04 For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time Occasional Teachers shall be deemed to have worked seven (7) hours each week day they are employed. Part-time Occasional Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

ARTICLE 15 - EMPLOYEE BENEFITS

15.01 Sick Leave

- (a) A full-time Continuous Occasional Teacher shall be credited with 0.1 days of sick leave credit for each full-time equivalent day worked as a Continuous Occasional Teacher.
- (b) A Continuous Occasional Teacher shall be entitled after the twentieth (20) day of each assignment to the use of available sick leave credits.
- (c) Sick leave days will be accumulated for the school year and may be utilized during the period of a Continuous Occasional Teacher assignment pursuant to Article 15.01(b).
- (d) Accumulated sick leave days may not be used if an Occasional Teacher cannot commence an assignment. Accumulated sick leave days cannot be carried forward to subsequent school years.
- (e) Notwithstanding 15.01(d) accumulated sick leave days shall be carried forward to a subsequent school year only if the Continuous Occasional Teacher continues in the same assignment. Such days will only be retained during that particular assignment.
- (g) An Occasional Teacher who is unable to report for work must report such absence to the Employer in a manner determined by the Employer.

ARTICLE 16 - LEAVES

With the prior approval of the Principal, a Continuous Occasional Teacher may utilize accumulated sick leave to cover the following absences which occur during an assignment:

- (a) serious accident or illness in the immediate family for a maximum of two (2) days on any one occasion. Immediate family to include spouse, children, mother, father.
- (b) bereavement leave for a maximum of three (3) days for the immediate family. Immediate family to include spouse, children, mother, father, sibling.
- (c) jury duty where the Continuous Occasional Teacher must be absent from an assignment by reason of a summons to serve as a juror, or a subpoena as a crown witness in any proceedings to which he/she is not a party or one of the persons charged. Payment shall be the difference between normal earnings and the fees received as a juror or as a witness.

ARTICLE 17 - INCLEMENT WEATHER

- 17.01
- (a) Although employees are expected to report for work on stormy days, the Board does not expect an employee to risk his/her own safety driving to work in extreme weather conditions.
 - (b) In the event that a Continuous Occasional Teacher cannot report to work due to extreme weather conditions, and has notified the principal of such, on the recommendation of the principal, the Continuous Occasional Teacher may utilize accumulated sick leave in order to avoid loss of salary for the day.
 - (c) A Casual Occasional Teacher called to an assignment and, upon arriving at the assigned school, finds the school closed or about to be closed, shall be paid for the proportion of the day that the assignment entailed.

ARTICLE 18 - GENERAL

- 18.01 The Board shall provide information to the President of the Local Union about the professional development activities provided by the Board. Occasional Teachers may participate on a voluntary basis at their own expense.

- 18.02 Notwithstanding Article 18.01, during the time from September to May, Continuous Occasional Teachers are expected to attend Board designated P.A. days and will be paid for their attendance.
- 18.03 Notwithstanding 18.02, Board designated P.A. days at the end of the school year in June will only be part of a Continuous Occasional Teacher's assignment to the extent required to ensure that the student evaluation responsibility of the Continuous Occasional Teacher has been fulfilled.
- 18.04 The absence of a Continuous Occasional Teacher may be allowed for union business without loss of salary or sick leave credits subject to such conditions or arrangements as may be required by the Administrative Council. The Board shall be reimbursed by the Union for all costs of the Continuous Occasional Teacher replacement. These absences shall be limited to the maximum of ten (10) non-consecutive days in any given school year excluding days provided for negotiations in Article 8.02.
- 18.05 The Board shall provide to the principal of each elementary school under the jurisdiction of the Board a copy of this Collective Agreement.
- 18.06 Should the Board and the Union jointly provide in-service training for Occasional Teachers, the Board will contribute on a fifty-fifty basis towards the cost of the training program to a maximum of \$1200 per year.
- 18.07 Information about an employee, or other person, provided to the Federation by the Board, shall be used by the Federation only for the purpose for which it was originally provided, and shall be maintained by the Federation in a confidential manner.

ARTICLE 19 – WORKING CONDITIONS

- 19.01 An Occasional Teacher employed to replace a permanent, probationary or temporary teacher shall be assigned the duties of the teacher replaced subject to the following conditions:
- (a) A Casual Occasional Teacher will be released from the assigned class during the preparation time portion scheduled for the teacher being replaced. That preparation time is to be covered by the teacher regularly scheduled to provide the preparation time for the absent teacher.

- (b) It is expected that the Casual Occasional Teacher will, in consultation with the school administration, use the preparation time of the absent teacher to prepare for the assigned class or may at the discretion of the school's administration, be assigned other supervisory duties. The assignment of other supervisory duties will only be for that portion of the absent teacher's preparation time that is in excess of thirty minutes.
- (c) If the school's administration makes a decision to assign supervisory duties to the Casual Occasional Teacher during the preparation time portion of the absent teacher's timetable, the following guideline will apply:

an assignment to a division, other than the division that the Casual Occasional Teacher agreed to take as an occasional assignment, must be agreed to by the Casual Occasional Teacher. No secretarial duties may be assigned.

- 19.02 Notwithstanding Article 19.01, no Occasional Teacher shall, if requested by the Occasional Teacher, be assigned yard duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. Should the yard duty not be assigned, the yard duty shall be re-assigned to that Occasional Teacher at another time during that teaching assignment.
- 19.03 The Board shall not require any Occasional Teacher to administer or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk of injury, disease or negligence.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE 20 - SIGNATURES

In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year first above written.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO
(Occasional Teachers' Local)**

Chairperson

President

Secretary

Chief Negotiator

Dated this _____ day of June, 2003.

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario
(Occasional Teachers' Local – Simcoe County)

The Board agrees to consider the following proposal and will agree to it for the term of this collective agreement providing it can be done in accordance with the Education Act in a manner that will ensure that the assignment does not become a permanent contract.

- Article xx (a) The Board shall agree to hire the Occasional Teacher President on a .1 continuous occasional assignment.

- (b) The Board shall be re-imbursed by the Union for all Costs associated with the .1 occasional teacher President's contract.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO
(Occasional Teachers' Local
Simcoe County)**
