

SOURCE	Sch. Bid		
EFF.	98	01	01
TERM.	01	01	31
No. OF EMPLOYEES	300		
NOMBRE D'EMPLOYÉS	300		

COLLECTIVE AGREEMENT

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

hereinafter referred to as "the Board"

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 17, Simcoe Division
(Occasional Teachers' Bargaining Unit)

hereinafter referred to as "the Bargaining Unit"

Effective January 1 1998 to August 31, 2001

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SIMCOE COUNTY DISTRICT SCHOOL BOARD

**PAY CALENDAR FOR SECONDARY
CASUAL AND LONG TERM SUPPLY
1999/2000**

PERIOD WORKED	SUBMIT TIMESHEET TO PAYROLL OFFICE	CHEQUE DATE
AUG 02 - AUG 13 1999	AUGUST 18 1999	AUGUST 27 1999
AUG 16 - AUG 27 1999	SEPTEMBER 01 1999	SEPTEMBER 10 1999
AUG 30 - SEP 10 1999	SEPTEMBER 15 1999	SEPTEMBER 24 1999
SEP 13 - SEP 24 1999	SEPTEMBER 29 1999	OCTOBER 08 1999
SEP 27 - OCT 08 1999	OCTOBER 13 1999	OCTOBER 22 1999
OCT 11 - OCT 22 1999	OCTOBER 27 1999	NOVEMBER 05 1999
OCT 25 - NOV 05 1999	NOVEMBER 10 1999	NOVEMBER 19 1999
NOV 08 - NOV 19 1999	NOVEMBER 24 1999	DECEMBER 03 1999
NOV 22 - DEC 03 1999	DECEMBER 08 1999	DECEMBER 17 1999
DEC 06 - DEC 17 1999	DECEMBER 20 1999	DECEMBER 31 1999
DEC 20 - DEC 31 1999	JANUARY 05 2000	JANUARY 14 2000
JAN 03 - JAN 14 2000	JANUARY 19 2000	JANUARY 28 2000
JAN 17 - JAN 28 2000	FEBRUARY 02 2000	FEBRUARY 11 2000
JAN 31 - FEB 11 2000	FEBRUARY 16 2000	FEBRUARY 25 2000
FEB 14 - FEB 25 2000	MARCH 01 2000	MARCH 10 2000
FEB 28 - MAR 10 2000	MARCH 15 2000	MARCH 24 2000
MAR 13 - MAR 24 2000	MARCH 29 2000	APRIL 07 2000
APR 27 - APR 07 2000	APRIL 12 2000	APRIL 20 2000
APR 10 - APR 21 2000	APRIL 26 2000	MAY 05 2000
APR 24 - MAY 05 2000	MAY 10 2000	MAY 19 2000
MAY 08 - MAY 19 2000	MAY 24 2000	JUNE 02 2000
MAY 22 - JUN 02 2000	JUNE 07 2000	JUNE 16 2000
JUN 05 - JUN 16 2000	JUNE 21 2000	JUNE 30 2000
JUN 19 - JUN 30 2000	JULY 05 2000	JULY 14 2000
JUL 03 - JUL 14 2000	JULY 19 2000	JULY 28 2000
JUL 17 - JUL 28 2000	AUGUST 02 2000	AUGUST 11 2000
JUL 31 - AUG 11 2000	AUGUST 16 2000	AUGUST 25 2000

*As per your collective agreements: Secondary Article 18.03B

It is the responsibility of the occasional teachers to submit their time sheets 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.

Secondary Occasional Teacher - Collective Agreement

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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 Simcoe County District School Board hereinafter referred to as "the Board", recognizes the Ontario Secondary Teachers' Federation, District 17 Simcoe, Occasional Teachers' Bargaining Unit, hereinafter referred to as "the Bargaining Unit", as the exclusive bargaining agent for all Occasional Teachers employed by the Simcoe County District School Board in its secondary schools.
- 2.02 No person working as a full-time permanent teacher shall be covered by this Agreement while so working. However, a person who is employed as a part-time permanent teacher with the Board 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.

ARTICLE 3 - TERM OF AGREEMENT

- 3.01 This Agreement shall be in effect from January 1, 1998 and shall remain in effect until August 31, 2001, 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.

ARTICLE 4 - DEFINITIONS

- 4.01 "Bargaining Unit" means every Part X.1 teacher who is an occasional teacher and who is on the board's roster of occasional teachers who may be assigned to a secondary school.
- 4.02 "Board" means the Simcoe County District School Board.
- 4.03 "Casual Occasional Teacher" means all other occasional teachers not covered by the definition in 4.04.
- *4.04 "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.
- 4.05 (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.

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 "Days" shall mean school days.

4.07 "List" means the occasional teachers' list as outlined in Article 12.

4.08 "Lockout" means the closing of a place of employment, a suspension of work or a refusal by the Board to continue to employ a number of occasional teachers, with a view to compel or induce the occasional teachers, or to aid another employer to compel or induce that employer's employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the Board, the trade union, or the occasional teachers.

4.09 "Occasional Teacher" means a teacher who is employed by the Board to teach as a substitute for a teacher who is, or was, employed by the Board in a position that is part of the 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.

4.10 "Strike" means a cessation of work, a refusal to work or *to continue to work* by occasional teachers in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of occasional teachers designed to restrict or limit output.

4.11 "Teacher" means a member in good standing with the Ontario College of Teachers.

ARTICLE 5 - STRIKES AND LOCKOUTS

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

ARTICLE 6 - PROBATIONARY PERIOD

- 6.01 (a) An occasional teacher, new to the Board's list, who has not previously completed satisfactorily a probationary period as a contract teacher with the Simcoe County District School Board, shall serve a probationary period of sixty (60) teaching days in the secondary panel (OSSTF).
- 6.01 (b) The probationary period as defined in 6.01 (a) will not be considered complete until the occasional teacher has had his/her probationary report signed off satisfactorily.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 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 The rights referred to in Article 7.01 shall be exercised subject to the provisions of the Collective Agreement.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Bargaining Unit 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 All occasional teachers shall, as a condition of employment, pay Bargaining Unit dues in accordance with Section 47 of the Ontario Labour Relations Act, and are automatically members of the Bargaining Unit.
- 9.02 The Board shall deduct from every salary payment to an occasional teacher, bargaining unit dues as follows:
- (a) 1.18% of gross for provincial OSSTF dues;
 - (b) 0.12% of gross for OSSTF District 17 levy;
 - (c) the parties may, by mutual consent, make changes to this procedure.
- 9.03 Dues deducted in accordance with Article 9.02(a) shall be remitted to the Treasurer of Ontario Secondary School Teachers' Federation, 60 Mobile Drive, Toronto, M4A 2P3 within 30 days of the dues being deducted. The payment shall be accompanied by a Dues Submission List showing the employee's name, current earnings, year to date earnings, current amount deducted and the last pay received identifier.
- A copy of each Dues Submission List submitted to the Ontario Secondary School Teachers' Federation shall be forwarded to the President of the Bargaining Unit.
- 9.04 The levy deducted in accordance with Article 9.02 (b) shall be remitted to the Treasurer of the Bargaining Unit, in the month following receipt of the dues.
- 9.05 The Board agrees to:
- (a) inform each new occasional teacher:
 - (i) that a Collective Agreement is in effect;
 - (ii) of the name of the District 17 OSSTF Occasional Teachers' Bargaining Unit President;
 - (iii) of the name of the District President; and
 - (iv) of the address of the district office for the OSSTF, District 17
 - (b) supply each new occasional teacher with the collective agreement in effect at the time of application to supply teach;

- 9.06 The Board agrees to provide monthly, to the district office of OSSTF:
- (a) a list of new occasional teachers; and
 - (b) an updated list of all occasional teachers showing deletions.
- 9.07 The cost of printing the collective agreements, through the board's printing department, shall be shared equally between the Board and the Bargaining Unit.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

- 10.01 No teacher shall be discharged or disciplined in any way without just cause. Such cause shall be provided to the teacher, in writing, within five (5) working days from the time the teacher is informed of any such action.
- 10.02 Prior to the imposition of any discipline or discharge, there shall be a meeting held between the teacher and a board representative to discuss the matter in the presence of and with the assistance of OSSTF representation as determined by the local Bargaining Unit President.
- 10.03 Notwithstanding Article 10.01, 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.
- 10.04 A teacher whose membership in the Ontario College of Teachers is not in good standing will be terminated and his/her name will be removed from the List. Should the Teacher's membership in the College be renewed within sixty (60) days the teacher will be returned to the List at the earliest opportunity.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is mutually agreed that it is the spirit and intent of this Agreement to settle, in orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement.
- 11.02 Definitions
- (a) a "grievance" shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
 - (b) "days" shall mean school days.

1.03 Types of Grievances

(a) Individual grievance: a grievance relating to a particular teacher, launched by the Bargaining Unit on behalf of that teacher if requested to do so in writing by the teacher. The relief sought in the grievance shall relate to that person only.

(b) Group grievance: a grievance relating to a listed group of teachers, launched by the Bargaining Unit on behalf of those teachers if requested to do so in writing by those teachers. The relief sought in the grievance shall relate only to those listed 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 Bargaining Unit on behalf of its members.

(d) Board grievance: a grievance concerning an alleged violation of the Agreement by the Bargaining Unit.

11.04 Procedure- Policy and Board Grievance

(a) A policy grievance shall be filed by the Bargaining Unit at Step Two, as in Article 11.07.

(b) A Board grievance shall be filed at Step Two, as in Article 11.07, except that the notice shall be to the President or other executive officer of the Bargaining Unit.

11.05 Informal Stage

Any dispute, to be recognized as either an individual or group grievance, must first be discussed with the teacher's(s') principal(s) or appropriate supervisor(s) by the teacher(s). The principal(s) or supervisor(s) shall respond to the teacher(s) within five (5) days of this discussion. If the teacher(s) is (are) unable to resolve the dispute by informal discussion, the Bargaining Unit may file a formal grievance at Step One.

11.06 Step One

If the dispute is not settled on the basis of the informal discussion as set out in Article 11.05, the Bargaining Unit shall submit to the Superintendent of Employee Services, or designate, a formal grievance notice, in writing, within five (5) days of the receipt by the teacher(s) of the response of the principal(s) or supervisor(s).

The formal grievance notice shall set out the facts of the grievance together with the provisions of this Collective Agreement alleged to have been violated.

The Superintendent of Employee Services or designate shall provide a written answer within ten (10) days of receipt of the formal grievance.

11.07 ep Two

the grievance is not settled on the basis of the answer given in Step One, the Bargaining Unit shall, within five (5) days of the receipt of the Step One answer, notify the Superintendent of Employee Services, or designate, in writing, that a meeting with the Director of Education, or designate, and Trustees is requested.

The Director of Education and two Trustees shall meet with up to three members of the Branch within fifteen (15) days of receipt of notice.

The Director of Education, or designate, shall provide a written answer within five (5) days of the date of the meeting.

11.08 Step Three

If the grievance is not settled on the basis of the answer given in Step Two, the Bargaining Unit shall, within five (5) days of the receipt of the Step Two answer, notify the Director of Education, in writing, of its desire to submit the grievance to arbitration.

The Board and the Bargaining Unit agree that matters to be arbitrated will be submitted to an arbitrator, or a Board of Arbitration may be chosen with the agreement of both parties, in accordance with Section 48 of the Labour Relations Act:

11.09 (a) Board of Arbitration Option

The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Bargaining Unit, and a third person to act as Chairperson chosen by the other two members of the Board. Should the two appointees fail to agree on a third person within seven (7) days of the notification mentioned at Step 3, the Minister of Labour for the Province of Ontario will be asked to appoint an impartial chairperson. The Board of Arbitration shall hear and determine the difference or allegation and shall issue a decision. The Board of Arbitration's decision is final and binding upon the parties.

(b) Single Arbitrator Option

The parties shall appoint a person to act as an arbitrator. If the Parties are unable to agree upon the appointment of an arbitrator within seven (7) days after the notice is given, the arbitrator shall be appointed by the Minister of Labour for Ontario at the request of either party. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The Arbitrator's decision is final and binding upon the parties.

11.10 The Arbitration Board or the Arbitrator shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which serve to alter, modify or amend any part of this Collective Agreement.

- 11 Each party shall bear, at its own expense, the cost of counsel and its own witnesses or advisors at each step of the grievance procedure:
- (a) In the case of a Board of Arbitration, each party shall pay one-half of the remuneration and expenses of the Chairperson.
- (b) In the case of a single arbitrator, each party shall pay one-half of the remuneration and expenses of the Arbitrator.
- 11.12 The parties mutually agree that the Board of Arbitration or the Arbitrator has the authority to compel witnesses to attend and give evidence.
- Throughout all stages of the grievance procedure, the parties may have the assistance of teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.
- 11.13 All time limits fixed herein for the grievance procedure may be extended only upon the written consent of the parties.

ARTICLE 12 - OCCASIONAL TEACHERS' LIST

- 12.01 The Board shall furnish to the authorized agent of O.S.S.T.F. a copy of the list(s) comprising members of the bargaining unit who are available for occasional teaching assignments in the secondary schools. The list(s) shall be furnished initially in September of each school year, and except for the months of June, July and August shall be revised and published monthly.
- 12.02 The list of staff referred to in 12.01 will show the employee's name, address and telephone number, the subject(s) they are qualified and have agreed to teach and the area or specific schools where they have indicated a desire to teach.
- 12.03 (a) 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.
- (b) Occasional Teachers who have not had earnings as an Occasional Teacher in the previous school year will have their name removed from the list issued for September of the subsequent school year. The foregoing does not apply to an occasional teacher who has been available to supply teach for the preceding year but was not called.
- 12.04 When names are added to or deleted from the list, the authorized agent of O.S.S.T.F. shall be so notified.
- 12.05 (a) (i) The Main List will consist of not more than 250 FTE Occasional Teachers. The Supplementary List will consist of not more than 125 FTE Occasional Teachers.

(a)(ii) Occasional Teachers who are available for work less than 5 full days per week will be pro-rated when determining the numbers specified in Article 12.05 (a)(i).

(b) The Board may exceed the numbers on the Lists specified in Article 12.05(a) when, in its opinion, a need is identified. This will be done in consultation with the Bargaining Unit where time and circumstance permit.

(c) The Board may temporarily add an Occasional Teacher to either list when an "active" teacher becomes listed as "inactive" by virtue of accepting an extended 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.

(d) Each September the maximum number of Occasional Teachers on the Lists, as specified in 12.06(a), will be adjusted in direct proportion to the change in the number of permanent secondary teachers employed by the Board.

(e) 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 Bargaining Unit and the Occasional Teachers will accept the integrity of the Dispatch System and not grieve under article 11, the use of the Supplementary List.

(9) A qualified Occasional Teacher for the purpose of Article 12.05(a) is a teacher who has been certified to teach by the Ontario College of Teachers and who has a current Certificate of Qualification that specifies qualifications in the respective subject area of the assignment and the Occasional Teacher must have indicated a desire to teach in that subject area.

(g) 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 article 12.06(a).

(h) 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.

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

12.07 (a) It is the responsibility of an Occasional Teacher to notify the System if he/she is temporarily unavailable for work. Once the System is **so** notified it will not call an Occasional Teacher for assignment during the period of unavailability.

(b) An Occasional Teacher who refuses three assignments in a calendar month will have his/her name removed from the list.

(c) It is understood that the Board will notify an Occasional teacher who is removed from the list under this Article.

(d) An Occasional Teacher whose name has been removed in accordance with Article 12.07(b), may be reinstated to the Supplemental List with the approval of the Occasional Teachers' Bargaining Unit and the Board.

12.08 It is understood that the Dispatch Calling System will be programmed to call at predetermined hours of the day. It is agreed that calls made outside of the predetermined hours will not negatively affect Occasional Teachers as outlined in Article 12.07(b).

ARTICLE 13 - EMPLOYEE BENEFITS

***13.01 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. If the Occasional Teacher is less than full-time the entitlement shall be prorated in accordance with time worked.

(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 credits will be accumulated for the school year and may be utilized during the period of a Continuous Occasional Teacher assignment pursuant to Article 13.01(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 13.01(d) accumulated sick leave credits shall be carried forward to a subsequent school year only if the Continuous Occasional Teacher continues in the same assignment. Such credits will only be retained during that particular assignment.

(9) In the case of personal illness, the Board may require a certificate acceptable to the Board from a qualified medical practitioner prior to the payment of wages through the utilization of sick leave credits.

***13.02 Benefit Plans**

Any Occasional Teacher who, at the time of ratification of this collective agreement, is participating in the benefit plans may continue to do so until the Occasional Teacher's current assignment is completed.

ARTICLE 14 - LEAVES

14.01 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 immediate family as defined in (a).

(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.

14.02 Inclement Weather

(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 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.

ARTICLE 15 - POSTING OF POSITIONS

15.01 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.

ARTICLE 16 - SALARY

16.01 A continuous occasional teacher who holds an O.S.S.T.F. Rating Statement shall be paid according to the corresponding salary group on the current salary schedule of the Collective Agreement between the Simcoe County District School Board and O.S.S.T.F. (District 17, Simcoe) with experience as recognized under Articles 16.05 and 16.06 of this Collective Agreement.

16.06 Any changes in a continuous occasional teacher's credited experience as a permanent teacher shall be effective the month following the month in which the Board received written confirmation of that experience.

16.07 **Effective January 1, 1994**

A Casual Occasional Teacher shall be paid as follows for each full day of employment:

<u>Daily Basic Salary</u>	<u>Statutory Holiday Pay</u>	<u>Vac. Pay</u>	<u>TOTAL</u>
\$131.41	\$3.95	\$5.41	\$140.77

Effective May 1, 1999

A Casual Occasional Teacher shall be paid as follows for each full day of employment:

<u>Daily Basic Salary</u>	<u>Statutory Holiday Pay</u>	<u>Vac. Pay</u>	<u>TOTAL</u>
\$132.72	\$3.99	\$5.47	\$142.18

Effective September 1, 1999

A Casual Occasional Teacher shall be paid as follows for each full day of employment:

<u>Daily Basic Salary</u>	<u>Statutory Holiday Pay</u>	<u>Vac. Pay</u>	<u>TOTAL</u>
\$133.38	\$4.01	\$5.50	\$142.89

Effective January 1, 2000

A Casual Occasional Teacher shall be paid as follows for each full day of employment:

<u>Daily Basic Salary</u>	<u>Statutory Holiday Pay</u>	<u>Vac. Pay</u>	<u>TOTAL</u>
\$134.72	\$4.05	\$5.55	\$144.32

Effective September 1, 2000

A Casual Occasional Teacher shall be paid as follows for each full day of employment:

Daily Basic Salary	Statutory Holiday Pay	Vac. Pay	<u>TOTAL</u>
\$135.36	\$4.06	\$5.58	\$145.00

Effective January 1, 2001

A Casual Occasional Teacher shall be paid as follows for each full day of employment:

Daily Basic Salary	Statutory Holiday Pay	Vac. Pay	<u>TOTAL</u>
\$137.22	\$4.13	\$5.65	\$147.00

- 16.08 Each amount paid to an occasional teacher under this article and any applicable allowance paid under Article 17 shall 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. Vacation pay and statutory holiday pay shall be paid over and above the reduced basic salary. Vacation pay will be itemized on the teacher's pay stub.
- 16.09 Where an occasional teacher is employed on a part-day basis to replace a regular day school teacher, the occasional teacher's salary shall be pro-rated according to the schedule of the regular day school teacher being replaced.
- 16.10 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 teacher shall be paid for the portion of the day the assignment entailed.
- 16.11 When determining the rate of pay for a continuous occasional teacher, Board designated P.A. days shall not be considered to have interrupted the nature of the assignment.
- 16.12 (a) 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.
- (b) A continuous occasional teacher's assignment may extend to the end of the school year or semester, where applicable, with the approval of the Superintendent of Employee Services upon the recommendation of the Principal.

ARTICLE 17 - RELATED TRADE OR BUSINESS EXPERIENCE ALLOWANCE

- 17.01 The rate of pay for a continuous occasional teacher will contain an allowance of \$1000.00 for each full year of related trade or business experience, approved by the Superintendent of Employee Services, beyond the minimum required for basic teaching qualifications, to a maximum of ten (10) years.
- 17.02 A related trade or business experience allowance shall not result in a total annual salary rate in excess of the maximum salary rate for the teacher's respective salary category.
- 17.03 The teacher will provide the Superintendent of Employee Services with written verification of the trade or business experience.

ARTICLE 18 - PAY PERIOD

- 18.01 (a) Occasional teachers shall be paid by the 15th of the month following the receipt of the time sheets.
- (b) An occasional teacher whose assignment begins on the first teaching day in September or on the first teaching day of Semester Two and whose assignment is scheduled to go beyond the end of October or March respectively, will receive a pay cheque on the last teaching day in September or February in the amount of \$1000.00, pro-rated for a part-time appointment, providing there are no garnishees, court orders or other similar assignments outstanding against the individual. Any monies due on the October 15 or March 15 pay cheque, noted in Article 18.01 (a), will be adjusted accordingly.
- (c) Article 18.01(b) does not apply to an occasional teacher beginning a semester two assignment who was on a continuous occasional assignment during the preceding January.
- 18.02 Effective with the start of the 1999/2000 school year Article 18.01 will not be effective.
- 18.03 (a) Effective with the start of the 1999/2000 school year occasional teachers will be paid every two weeks on a schedule determined by the Board.
- (b) It is the responsibility of the occasional teachers to submit their time sheets 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.
- (c) 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.
- 18.04 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 direct deposit.

ARTICLE 19 - WORKING CONDITIONS

- 19.01 A continuous occasional teacher will be given a minimum of two days notice of the termination of the assignment should the teacher being replaced return prior to the anticipated date of return.
- 19.02 (a) An occasional teacher shall be assigned the timetable of the teacher being replaced.
- (b) Notwithstanding 19.02(a), any scheduled non-classroom time on the timetable of the teacher being replaced by a casual occasional teacher may be substituted with the assignment of other supervisory duties to the casual occasional teacher.
- (c) Notwithstanding 19.02(a), any scheduled non-classroom time on the timetable of the teacher being replaced by a continuous occasional teacher with the exception of lesson preparation time, may be substituted with the assignment of other supervisory duties to the continuous occasional teacher.
- 19.03 A teacher-board liaison Committee shall be established to provide a forum for exchange of ideas concerning issues of common interest. The Committee shall consist of a minimum of two (2) members of the Bargaining Unit and a minimum of two (2) members of the Simcoe County District School Board Administration. The Committee will meet, on a mutually agreed to date, at the request of either party.

*

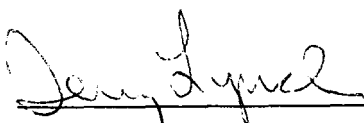
The changes to these articles are effective May 1, 1999. When required reference should be made to the previous collective agreement.


ARTICLE 20 - SIGNATURES

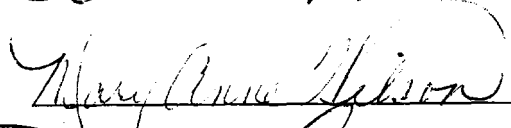
In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year first above written.


**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**


**THE ONTARIO SECONDARY
SCHOOL TEACHERS FEDERATION
SIMCOE COUNTY DIVISION,
DISTRICT 17
(Occasional Teachers' Bargaining Unit)**

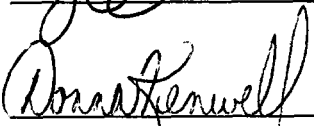












Dated at Midhurst this 20 day of May, 1999.

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SIMCOE COUNTY DISTRICT SCHOOL BOARD

**PAY CALENDAR FOR SECONDARY
CASUAL AND LONG TERM SUPPLY
2000/2001**

PERIOD WORKED	SUBMIT TIMESHEET TO PAYROLL OFFICE	CHEQUE DATE
AUG 14 - AUG 25 2000	AUGUST 30 2000	SEPTEMBER 08 2000
AUG 28 - SEP 08 2000	SEPTEMBER 13 2000	SEPTEMBER 22 2000
SEP 11 - SEP 22 2000	SEPTEMBER 27 2000	OCTOBER 06 2000
SEP 25 - OCTO62000	OCTOBER 11 2000	OCTOBER 20 2000
OCT 09 - OCT 20 2000	OCTOBER 25 2000	NOVEMBER 03 2000
OCT 23 - NOVO3 2000	NOVEMBER 08 2000	NOVEMBER 17 2000
NOV 06 - NOV 17 2000	NOVEMBER 22 2000	DECEMBER 01 2000
NOV 20 - DEC 01 2000	DECEMBER 06 2000	DECEMBER 15 2000
DEC 04 - DEC 15 2000	DECEMBER 20 2000	DECEMBER 29 2000
DEC 18 - DEC 29 2000	JANUARY 03 2001	JANUARY 12 2001
JAN 01 - JAN 12 2001	JANUARY 17 2001	JANUARY 26 2001
JAN 15 - JAN 26 2001	JANUARY 31 2001	FEBRUARY 09 2001
JAN 29 - FEB 09 2001	FEBRUARY 14 2001	FEBRUARY 23 2001
FEB 12 - FEB 23 2001	FEBRUARY 28 2001	MARCH 09 2001
FEB 26 - MAR 09 2001	MARCH 14 2001	MARCH 23 2001
MAR 12 - MAR 23 2001	MARCH 28 2001	APRIL 06 2001
MAR 26 - APR 06 2001	APRIL 11 2001	APRIL 20 2001
APR 09 - APR 20 2001	APRIL 25 2001	MAY 04 2001
APR 23 - MAY 04 2001	MAY 09 2001	MAY 18 2001
MAY 07 - MAY 18 2001	MAY 23 2001	JUNE 01 2001
MAY 21 - JUN 01 2001	JUNE 06 2001	JUNE 15 2001
JUN 04 - JUN 15 2001	JUNE 20 2001	JUNE 29 2001
JUN 18 - JUN 29 2001	JULY 04 2001	JULY 13 2001
JUL 02 - JUL 13 2001	JULY 18 2001	JULY 27 2001
JUL 16 - JUL 27 2001	AUGUST 01 2001	AUGUST 10 2001
JUL 30 - AUG 10 2001	AUGUST 15 2001	AUGUST 24 2001

*As per your collective agreements: Secondary Article 18.03 B

It is the responsibility of the occasional teachers to submit their time sheets 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.

