

Collective Agreement

Between

Simcoe County District School Board

AND

**Ontario Secondary School Teachers'
Federation**

District 17 (Simcoe)

Occasional Teachers' Bargaining Unit

Begins:
09/01/2004

Terminates:
08/31/2008

12259 (03)

Source:
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12259(03)

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 September 1, 2004 and shall remain in effect until August 31, 2008, 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 the OSSTF District 17 (Simcoe) Occasional Teachers' Bargaining Unit which represents every Part X.1 teacher who is employed by the Board as an occasional teacher and who is on the Board's lists 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 semester; or
- (iii) The end of the school year; or
- (iv) The written resignation of the occasional teacher; or
- (v) 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) and (iii), the Board may extend the assignment into the next semester or 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/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/her duties for a temporary period, the teacher's employment as the substitute for him/her shall not extend past the end of the second school year after his/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).
 - (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 - COMMITTEES

8.01 (a) The Bargaining Unit shall notify the Superintendent of Employee Services of the names of its representatives to the negotiating committee.

(b) Occasional teachers serving on the Collective Bargaining Committee shall receive salary for a total maximum of twenty-four (24) 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.

8.02 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.

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) the percentage authorized by provincial OSSTF in official correspondence to the Board. Such dues to be forwarded to the provincial organization; and

- (b) the percentage authorized by the OSSTF District 17 Occasional Teachers' Bargaining Unit at the Annual Meeting in official correspondence to the Board from the Local President. Such dues to be forwarded to the local bargaining unit at the OSSTF District 17 office.

In the event that no correspondence is received by the Board by July 31st, the Board will assume that the percentages in (a) and (b) will remain unchanged and they will proceed with the collection and forwarding of the respective dues commencing at the beginning of the school year.

- 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 address of the district office for the OSSTF, District 17.
- (b) supply each new occasional teacher with the collective agreement in effect, when they are first placed on the Main or Supplementary Supply Lists.

- 9.06 The Board agrees to provide monthly, to the district office of OSSTF:

- (a) a list of new occasional teachers;
- (b) an updated list of all occasional teachers showing deletions.

The Board may, during the term of the collective agreement, discontinue the publication of the List specified in this Article and Article 12.01 by providing the information specified in 9.06(a) and/or (b) and 12.02 to the district office in a manner that is acceptable to the Bargaining Unit.

- 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.
- 9.08 The Board shall provide the Bargaining Unit, upon request, but not more than five (5) times each school year, a set of mailing labels.

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 the discharge or discipline.
- 10.02 (a) 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.
- (b) The Union representative shall be available for such meeting within a reasonable period of time.
- 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.
- 10.05 (a) At the request of the occasional teacher, documents contained in an occasional teacher's personnel file which are disciplinary shall be removed after the employee has completed 900 occasional teaching assignments following the imposition of the discipline, provided there has been no further disciplinary action taken against the employee during that intervening period.

- (b) Notwithstanding Article 10.05(a), performance evaluations and documents related to investigations or disciplinary action in cases of harassment or abuse, or in matters for which there is a statutory requirement for retention, shall not be removed.
- (c) Disciplinary documents removed from an employee's personnel file in accordance with this Article shall not be used against the employee, although a copy may be retained in Board grievance or investigation files.

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.

11.03 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.

1 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 between the occasional teacher and his/her supervisor within ten (10) school days of the day the teacher became aware of the circumstances giving rise to the grievance. The supervisor shall respond to the occasional teacher within five (5) days of this discussion. If the occasional teacher is 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 Step Two

If the grievance is not settled on the basis of the answer given in Step One, the Bargaining Unit shall, within five (5) days of 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 Bargaining Unit within fifteen (15) days of receipt of the notice or as may be mutually agreed after that date.

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 may, 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 Board of Arbitration or the Arbitrator shall not make any decision which is inconsistent with the provisions of this Collective Agreement, or which serves to alter, modify or amend any part of this Collective Agreement.

11.11 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 OSSTF 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, telephone number, the subjects he/she is qualified in and has agreed to teach and the area or specific schools where he/she has indicated a desire to teach.
- 12.03 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.
- 12.04 When names are added to or deleted from the list, the authorized agent of OSSTF shall be so notified.
- 12.05 (a) The Main Supply List will consist of not more than 275 FTE occasional teachers. The Supplementary Supply List will consist of not more than 125 FTE occasional teachers.
- (b) Occasional teachers on the Main or Supplementary Supply Lists must commit to work at a minimum of two secondary schools in order to maintain their status on the Supply List.
- (c) Occasional teachers on the Main or Supplementary Supply Lists must work a minimum of ten (10) assignment days each semester in order to maintain their status on the Supply List. A half-day counts as one assignment.
- (d) The Supply Lists will be reviewed at the end of each semester.

- (e) Occasional teachers who do not work any assignment days during a complete semester will be removed from both the Main List and the Supplementary List.
- (9) Occasional teachers on the Main List who do not work a minimum of ten (10) assignment days during a semester will be moved to the Supplementary List. Occasional teachers on the Supplementary List who do not work a minimum of ten (10) assignment days during a semester will be removed from the Supply List altogether.
- (g) Occasional teachers who work eighty (80) *or* more assignment days in semester 1 will not be required to meet the minimum ten (10) assignment days in semester 2. This will not result in the occasional teachers being removed from their current position on either list.
- (h) At the commencement of a semester, an occasional teacher may request one time only (except in exceptional circumstances and at the sole discretion of the Superintendent of Employee Services) during his/her employment to be temporarily removed from either the Main List or the Supplementary List if he/she expects to not be able to meet the minimum work requirement that semester. At the completion of that semester, the occasional teacher will be returned to the List from which he/she was temporarily removed.
- (i) Any individual concerns may be brought to the Teacher-Board Liaison Committee.
- (j) An occasional teacher who is removed from either List for failure to meet the minimum work requirement may be reinstated to the List from which he/she was removed if the occasional teacher can establish that he/she did not receive offers for at least twelve (12) assignment days during the semester. This assurance applies only to occasional teachers whose availability is for the equivalent of at least four (4) days per week throughout the semester.

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

12.07 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.

- 12.08 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 his/her 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.
- 12.09 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.
- 12.10 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.
- 12.11 ■ 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 12.05(a).
- 12.12 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.
- 12.13 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 he/she would be available to work.
- 12.14 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.
- 12.15 It is understood that the Dispatch Calling System will be programmed to call at predetermined hours of the day. The Board, in consultation with the Bargaining Unit, may change such times as required to meet the needs of the schools.

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 pro-rated 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 accumulate during the school year and may be utilized for sick leave absences while working as a continuous occasional teacher during that school year, 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.
- (g) An occasional teacher who is unable to report to work must report such absence to the Board in a manner determined by the Board.

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 Incident 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 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.

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 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.

ARTICLE 16 - SALARY

- 16.01 A continuous occasional teacher who holds an OSSTF 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 OSSTF District 17 (Simcoe) with experience as recognized under Articles 16.05 and 16.06 of this Collective Agreement.
- 16.02 A continuous occasional teacher who holds a current Ontario College of Teachers Certificate of Qualification but who does not hold an OSSTF Rating Statement shall be paid at Category IV of the salary schedule of the Collective Agreement between the Simcoe County District School Board and OSSTF District 17 (Simcoe) with experience as recognized under Articles 16.05 and 16.06 of this Collective Agreement.

16.03 The placement of a continuous occasional teacher in his/her respective Group shall be determined in accordance with Article **5.01** in the collective agreement between the Board and the Union representing the Board's permanent secondary teachers. These Certification Rating Statements are the only statements acceptable for verification of placement. Any changes to the Certification Plan of OSSTF in effect on April 1, 2001 must be approved by the Board and the Bargaining Unit for recognition by the Board in teacher Group placement.

Category determination: Group 1 - Category IV
Group 2 - Category V
Group 3 - Category VI
Group 4 - Category VII

16.04 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 30 of that year will have the salary adjustment retroactive to the first day of September of that year providing the rating statement is submitted before June 30 of that school year.

- 16.05 (a) A continuous occasional teacher's placement on the basic salary schedule shall be determined by the total number of years of elementary and secondary school teaching experience in Canada in a permanent position, or as a certified continuous occasional teacher with an Ontario District School Board. Part-time teaching 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 16.05(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.

- 16.06** (a) 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.

- (b) If an occasional teacher is not on continuous assignment at the time the experience is recognized, then the change will be effective on the first continuous assignment following the recognition.
- 16.07** Effective September 1, 2004, a casual occasional teacher shall be paid for each full day of employment **1/227th** of Group 1, Category IV, Year 0 of the permanent teachers' salary schedule, rounded to the nearest full dollar.
- 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** (a) (i) A casual occasional teacher shall be paid for a full day or for one-half of a day based on the number of minutes of assigned duties. One hundred and fifty-six (**156**) minutes or less will be considered to be one-half day and more than one hundred and fifty-six (**156**) minutes will be considered a full day.
- (ii) Assigned duties for pay purposes shall be restricted to the following:
- instructional duties (credit and credit equivalent programs);
 - equivalent programs;
 - special duties (library, guidance, etc.);
 - supervision duties beyond those included in equivalent programs.
- (iii) Assigned duties do not include:
- home room/announcements;
 - the time required under section 20.(d) of Regulation 298 of the Education Act.
- (b) (i) The full-time equivalency (FTE) of a continuous occasional teacher shall, for salary purposes, be calculated on a semester basis in accordance with Article 11.01 in the current collective agreement between the Board and its permanent secondary school teachers.
- (ii) The full-time equivalency (FTE) of a continuous occasional teacher shall, for salary purposes, be calculated in the same manner as applies to permanent teachers.

- 16.10 (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, which shall be not less than one-half day, providing the occasional teacher accepts, if requested, an alternative teacher/supervision assignment at that location.
- (b) Notwithstanding 16.10(a), 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.
- 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, pro-rated to their FTE, 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.
- 16.13 The calculation of full-time equivalency and/or a full day for pay purposes is affected by government legislation and by the terms and conditions relating to workload, as defined in the Collective Agreement between the Board and its permanent secondary school teachers that is in effect on the date of the assignment. Should there be changes to required workload and to such terms and conditions governing workload in the permanent secondary teacher agreement, then such changes will be made at that time to the calculation of full-time equivalency under this Collective Agreement retroactive to the effective date of the changed terms/legislation so as to maintain the intended relationship with the permanent secondary school teachers.

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) 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 teacher to submit his/her 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.
- (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.
- 18.02 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 direct deposit.
- 18.03 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 weekday 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 19 - WORKING CONDITIONS

- 19.01 A continuous occasional teacher will be given a minimum of two (2) days notice of the termination of the assignment should the teacher being replaced return prior to the anticipated date of return.
- 19.02 Normally an occasional teacher shall be assigned the timetable of the teacher being replaced including scheduled and emergency supervision duties; however, the Board may, at its discretion, assign only a portion of that assignment.

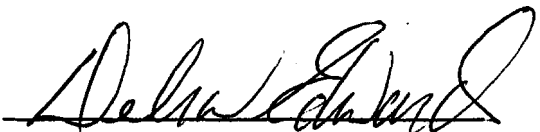
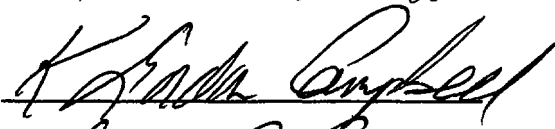

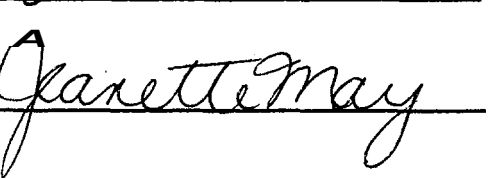
- 19.03 By prior appointment, an occasional teacher will have access during normal business hours to his/her Board personnel file in the presence of staff from Employee Services. Where the employee authorizes, in writing, access to his/her Board personnel file by another person acting on his/her behalf, the Board shall provide such access, by appointment, as well as copies of materials contained therein, if also authorized and requested.
- 19.04 School administration shall ensure that casual occasional teachers are provided with an Occasional Teacher information Handbook, as outlined in the Board Administrative Procedures Memorandum.

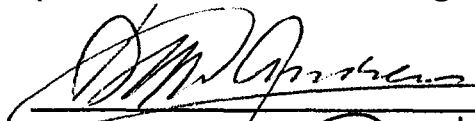
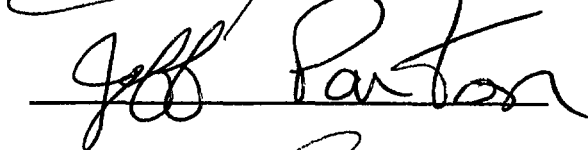

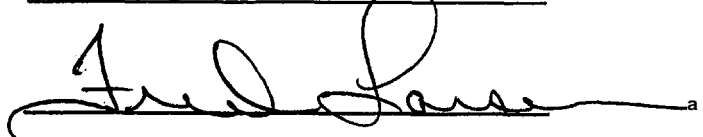
ARTICLE 20 - SIGNATURES

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**

**ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
DISTRICT 17 (Simcoe)
(Occasional Teachers' Bargaining Unit)**

Dated at Midhurst this 15th day of September, 2005.

Letter of Agreement

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

District 17 (Simcoe)


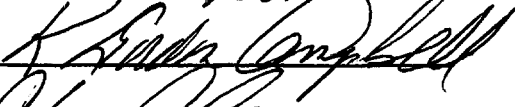

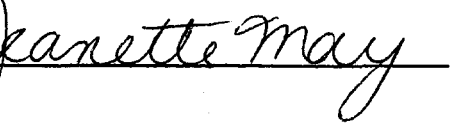
(Occasional Teachers' Bargaining Unit)



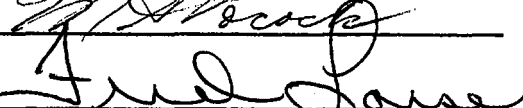
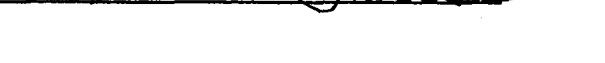
The Parties agree that the Collective Agreement, in particular Article 19.02, does not restrict the Board's right to assign the timetable of more than one teacher, providing the number of periods does not exceed three (3) periods, unless one of the periods is a scheduled on-call period of the absent teacher.

Dated at Midhurst, Ontario this 15th day of September, 2005.

Simcoe County District School Board

Ontario Secondary School Teachers'
Federation District 17 (Simcoe)
(Occasional Teachers' Bargaining Unit)

Letter of Agreement

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

and

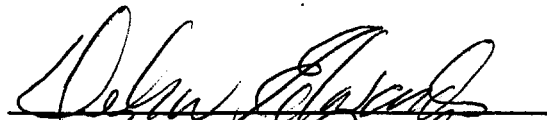
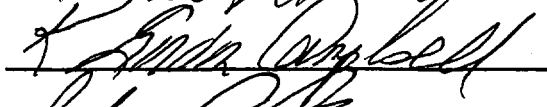
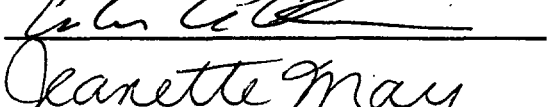
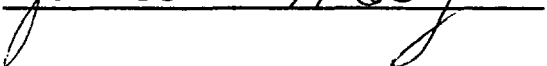
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 17 (Simcoe)
(Occasional Teachers' Bargaining Unit)

In order to facilitate the implementation of the new language regarding the Supply List, the Parties agree to the following:

1. The Board will send a letter to all current occasional teachers on the Main List and the Supplementary List outlining the new requirements to remain on the Supply Lists. Such letter will be agreed to by both Parties;
2. The Supply List requirements detailed in Article 12 of the Collective Agreement shall take effect in semester I of the 2005-2006 school year;
3. At the conclusion of semester I of the 2005-2006 school year, the Parties shall meet to discuss any implementation issues.

Dated at Midhurst, Ontario this 15th day of September, 2005

Simcoe County District School Board

Ontario Secondary School Teachers'
Federation District 17 (Simcoe)
(Occasional Teachers' Bargaining Unit)

