

COLLECTIVE AGREEMENT

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

hereinafter referred to as "the Board"

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

District 17 (Simcoe)

(Occasional Teachers' Bargaining Unit)

hereinafter referred to as "the Bargaining Unit"

Effective September 1, 2008 to August 31, 2012

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TABLE OF CONTENTS

ARTICLE

1	Purpose.....	1
2	Recognition.....	1
3	Term of Agreement.....	1
4	Definitions.....	1
5	Strikes and Lockouts.....	2
6	Probationary Period.....	2
7	Management Rights.....	3
8	Committees.....	3
9	Union Membership and Dues Check Off	4
10	Discipline and Discharge.....	5
11	Grievance Procedure.....	6
12	Occasional Teachers' List	9
13	Employee Benefits.....	11
14	Leaves	12
15	Posting of Positions.....	13
16	Salary.....	13
17	Related Trade or Business Experience.....	17
18	Pay Period.....	18
19	Working Conditions	18
20	Signatures.....	20

LETTER OF AGREEMENT

1	Assigning Timetable of More Than One Teacher	21
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LETTER OF UNDERSTANDING

1	Funding Enhancement for Occasional Teachers	22
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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 September 1, 2008 and shall remain in effect until August 31, 2012, 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 list 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 "Long-term 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, at which time the occasional teacher shall

be placed retroactively on the salary grid according to qualifications and experience.

4.05 "Days" shall mean school days.

4.06 "List" means the Occasional Teachers' List as outlined in Article 12.

4.07 "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.

4.08 "Occasional Teacher" means a teacher who is employed by the Board to teach as a substitute for any teacher who is, or was, employed by the Board in a position that is part of the regular teaching staff including continuing education teachers.

4.09 "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.

4.10 "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 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).

6.02 The probationary period as defined in 6.01 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 Human Resource 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 employees' names, 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 inform each new occasional teacher that a collective agreement is in effect and that it is available on the Board's staff website. The Union agrees to post the Collective Agreement on the bargaining unit's website for all occasional teachers to access.
- 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 12.02 by providing the information specified in 9.06(a) and/or (b) and 12.02 to the District 17 office in a manner that is acceptable to the Bargaining Unit.

- 9.07 The cost of printing the Collective Agreement, 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 once a period of five (5) years has elapsed 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.

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.

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 a formal grievance notice in writing to the Superintendent of Human Resource Services, or designate, within five (5) days of 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 Human Resource 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 Human Resource Services, or designate, in writing, that a meeting with the Director of Education, or designate, is requested.

The Director of Education shall meet with up to three (3) members of the Bargaining Unit and up to three (3) members of administration 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) 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.

(b) 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 Three, 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.

11.10 The Arbitrator or the Board of Arbitration 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 Single Arbitrator, each party shall pay one-half of the remuneration and expenses of the Arbitrator.

(b) In the case of a Board of Arbitration, each party shall pay one-half of the remuneration and expenses of the Chairperson.

11.12 The parties mutually agree that the Arbitrator or the Board of Arbitration 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 An occasional teacher for the purpose of this Article is a teacher who has been certified to teach by the Ontario College of Teachers and who has a current Certificate of Qualification and is in good standing.

12.02 (a) The Board will maintain a Supply List of active occasional teachers with a maximum (CAP) of 30% of the number of permanent secondary teachers employed by the Board. Occasional teachers who are governed by Teacher Pension Plan (TPP) restrictions of twenty (20) days will be counted as 1/3 FTE in this percentage. The Board will deem occasional teachers to be governed by the twenty day TPP restrictions when they are in their fourth year following retirement, unless the occasional teacher notifies the Board otherwise.

(b) The Board may exceed the numbers on the List specified in Article 12.02 (a) when, in its opinion, a need is identified. This will be done in consultation with the Bargaining Unit.

(c) The list of staff referred to in 12.02 (a) will show the employee's name, telephone number, the subjects he/she is qualified in and the area or specific schools where he/she has indicated a desire to teach. It is the responsibility of the occasional teacher to identify the day(s), or portion thereof, and school(s) for which he/she would be available to work.

(d) The Board may temporarily add an occasional teacher to the 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 the List. At the completion of the assignment or a return to the List, the Board will resume compliance with the cap through natural attrition.

(e) The Board shall make available to the authorized agent of OSSTF a copy of the Supply List comprising members of the Bargaining Unit who are available for occasional teaching assignments in the Secondary schools, including the names of those individuals who have been added or deleted from the List. The List shall be updated and published on the first Friday of every month from September to May of each school year.

- (f) Where an occasional teacher requests, in writing, that his/her name be permanently removed from the List, it will be removed from the next published list.
 - (g) The Board may fill a vacancy that is anticipated to be a long-term vacancy with an occasional teacher who is not on the List defined in this Article.
 - (h) The Supply List will be reviewed at the end of each school year.
 - (i) Any concerns with the Supply List may be brought to the Teacher-Board Liaison Committee.
- 12.03
- (a) An occasional teacher on the List who does not work a minimum of twenty (20) assignment days during the school year will be removed from the List.
 - (b) Occasional teachers who do not work any assignment days during a complete school year will be removed from the List
 - (c) A half-day counts as one assignment.
 - (d) Occasional teachers on the List who decline full day assignments or hang up on more than fifteen (15) of the SCARRI calls per semester that they receive for which they are qualified, and do not accept another assignment for that same day, may be removed from the List.
 - (e) Occasional teachers who are available for work fewer than five (5) full days per week will be pro-rated when determining the numbers specified in Article 12.02 (a).
 - (f) Occasional teachers are not permitted to cancel an assignment on the same day as the assignment and subsequently accept another assignment on that day from the Board.
 - (g) An occasional teacher may request two times only (except in exceptional circumstances and at the sole discretion of the Superintendent of Human Resource Services) during his/her employment, to be temporarily removed from the Supply List if he/she expects to be unable to meet the minimum work requirement that school year. At the completion of that school year, the occasional teacher will be returned to the Supply List.
 - (h) An occasional teacher who is not able to meet the minimum work commitment outlined in this Article due to pregnancy/parental leave or personal illness must submit a letter requesting temporary removal from the Supply List for up to a maximum of one (1) year, along with supporting

medical documentation. Upon notification to the Board of his/her ability to return to work, he/she will be returned to the Supply List.

- (i) An occasional teacher who is removed from the Supply List for failure to meet the minimum work requirement may be reinstated to the Supply List if the occasional teacher can establish that he/she did not receive offers for at least twenty-four (24) assignment days during the school year. This assurance applies only to occasional teachers whose availability is for the equivalent of at least four (4) days per week throughout the school year.
- (j) An occasional teacher who is removed from the Supply List pursuant to Article 12 may, one time only, request to be reinstated to the Supply List, after providing an explanation for his/her failure to abide by the requirements of the Collective Agreement. Consideration of such request for reinstatement shall be at the sole discretion of the Superintendent of Human Resource Services. Employees who default a second time will be removed from the Supply List altogether.

- 12.04
- (a) It is understood that the Dispatch Calling System is 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.
 - (b) 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.
 - (c) The Board may use uncertified people in order to meet its needs when the Dispatch System has been unable to fill the job.
 - (d) The Bargaining Unit and the occasional teachers will accept the integrity of the Dispatch System and not grieve under Article 11 the use of uncertified persons.

ARTICLE 13 - EMPLOYEE BENEFITS

13.01 Sick Leave

- (a) A full-time long-term occasional teacher shall be credited with 0.1 days of sick leave credit for each full-time equivalent day worked as a long-term occasional teacher. If the occasional teacher is less than full-time, the entitlement shall be pro-rated in accordance with time worked.
- (b) A long-term occasional teacher shall be entitled after the tenth (10th) 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 long-term 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 long-term occasional teacher continues in the same assignment. Such credits will only be retained during that particular assignment.
- (f) 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 long-term 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 spouse, children, mother, father, siblings and grandparents;
- (c) jury duty where the long-term 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 Incllement 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 long-term 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 long-term occasional teacher may, after the twentieth (20th) day of each assignment, utilize accumulated sick leave in order to avoid loss of salary for the day.
- (c) An unpaid absence due to extreme weather conditions will not count towards an occasional teacher's ten-day assignment; however, it will also not interrupt the continuity of the assignment.

ARTICLE 15 - POSTING OF POSITIONS

- 15.01 A vacancy which will entail the hiring of a long-term 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.

ARTICLE 16 - SALARY

- 16.01 A long-term 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), Teachers' Bargaining Unit, with experience as recognized under Articles 16.05 and 16.06 of this Collective Agreement.
- 16.02 A long-term 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), Teachers' Bargaining Unit, with experience as recognized under Articles 16.05 and 16.06 of this Collective Agreement.
- 16.03 The placement of a long-term occasional teacher in his/her respective Group shall be determined in accordance with Articles 12.01 and 12.02 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 current OSSTF Certification Plan 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 long-term 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 long-term 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 or a long-term occasional position. Part-time teaching experience shall be pro-rated. Teaching experience in schools located outside Canada may be accepted at the discretion of the Superintendent of Human Resource Services.
- (b) Teaching experience on a long-term 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.
- (e) Upon receipt of documentation acceptable to the Board, experience will be recognized retroactive to September 1 of the current school year.
- 16.06 (a) Any changes in a long-term 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 long-term assignment at the time the experience is recognized, then the change will be effective on the first long-term assignment following the recognition.
- 16.07 (a) A casual occasional teacher shall be paid for each full day of employment a fraction of Group 1, Category IV, Year 0 of the permanent teachers' salary schedule, rounded to the nearest full dollar, as follows:

Effective September 1, 2008 - 1/219

Daily Basic <u>Salary</u>	Statutory Holiday <u>Pay</u>	Vacation <u>Pay</u>	<u>TOTAL</u>
\$ 182.04	\$ 5.46	\$ 7.50	\$ 195.00

Effective September 1, 2009 - 1/217

Daily Basic <u>Salary</u>	Statutory Holiday <u>Pay</u>	Vacation <u>Pay</u>	<u>TOTAL</u>
\$ 189.50	\$ 5.69	\$ 7.81	\$ 203.00

Effective September 1, 2010 - 1/215

Daily Basic <u>Salary</u>	Statutory Holiday <u>Pay</u>	Vacation <u>Pay</u>	<u>TOTAL</u>
\$ 196.97	\$5.91	\$ 8.12	\$ 211.00

Effective September 1, 2011 - 1/212

Daily Basic <u>Salary</u>	Statutory Holiday <u>Pay</u>	Vacation <u>Pay</u>	<u>TOTAL</u>
\$ 205.38	\$ 6.16	\$ 8.46	\$ 220.00

- (b) In the event that the Elementary Teachers' Federation of Ontario (Occasional Teachers' Local – Simcoe County) negotiate a collective agreement with the Simcoe County District School Board that includes an improvement to their current fraction of 1/212 that determines their daily rate, the Board and the Ontario Secondary School Teachers' Federation - District 17 (Simcoe) (Occasional Teachers' Bargaining Unit) will apply the enhancement to the fraction referred to herein at midnight on August 31, 2012. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

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 long-term 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 long-term 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 long-term occasional teacher, neither Board designated PA days nor days lost due to school closures shall be considered to have interrupted the continuity of the assignment.

- 16.12 (a) During the time from September to May, long-term occasional teachers are expected to attend Board designated PA days, pro-rated to their FTE, and will be paid for their attendance.
- (b) A full-time long-term occasional teacher who works a full semester shall work the same number of PA days and exam days as the teacher being replaced.
- (c) A long-term occasional teacher's assignment that is not full time and/or is not for the full semester may extend to the end of the school year or semester, where applicable, with the approval of the Superintendent of Human Resource 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

- 17.01 At the discretion of the Superintendent of Human Resource Services, a salary adjustment may be granted to a long-term occasional teacher for related trade or business experience gained prior to the date of hire.

Each year of related trade or business experience beyond the minimum required for basic teaching qualifications shall count as one half-year of teaching experience for the purpose of initial placement on the grid, to a maximum of grid step 5.

Long-term occasional teachers who are employed at the time of ratification of the collective agreement, and who are in receipt of a related trade or business experience allowance, will be placed on the next closest grid step that is equal to or higher than their current compensation including the existing allowance.

- 17.02 The teacher will provide the Superintendent of Human Resource Services with written verification of the trade or business experience by June 1 of the current school year.

ARTICLE 18 - PAY PERIOD

- 18.01 (a) 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) A long-term 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 notify the Union of the reason.

The above is not an exhaustive list of when a long-term occasional teacher's assignment can end.

- (b) Notwithstanding Article 19.01 (a) (ii) and (iii), the Board may extend the assignment into the next semester or into the next school year.
- 19.02 (a) Notwithstanding Article 19.01 (b), if an occasional 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 semester in which the death occurred.

- (b) If an occasional 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.
- 19.03 A long-term 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.
- 19.04 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.
- 19.05 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 Human Resource 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.
- 19.06 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 written below.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

Suzanne Kirman

[Signature]

Karen Campbell

J.B. Kayser

Brian Burgess

Fred Jansen

Jeanette May

M. Mason

Melanie Lyden

Lisa McArthur

Don Peir

Dated at Midhurst this 27 day of April, 2009.

Letter of Agreement #1

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

District 17 (Simcoe)

(Occasional Teachers' Bargaining Unit)

Assigning Timetable of More Than One Teacher

The Parties agree that the Collective Agreement, in particular Article 19.04, 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 27 day of April, 2009

Simcoe County District School Board

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

Diane Timman
K Gordon Campbell
Russ Simpson
Geanette May
M. Musari
Natalie Kishin
Lisa K. Stuenkel
Don D'Arcy

[Signature]
John Parston
Julie Lawson

Letter of Understanding#1

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION

District 17 (Simcoe)

(Occasional Teachers' Bargaining Unit)

Funding Enhancement for Occasional Teachers

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase by 3.5% in 2008/2009 the funding benchmark for occasional teachers beyond the salary increases in the PDT Agreement;

Subject to the above, the Parties agree to apply this enhanced funding to reduce the fraction of the salary grid cell used to calculate the daily rate of occasional teachers.

Dated at Midhurst, Ontario this 27 day of April, 2009.

Simcoe County District School Board

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

Diane Guzman
Karla Campbell
Russ Bryson
Jeanette May
M. Mugji
Natalie Ryan
Lisa McArthur
Dominique

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