

COLLECTIVE AGREEMENT

between

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

and

THE SIMCOE MUSKOKA OCCASIONAL TEACHERS' LOCAL OF
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(hereinafter called the "Association")

September 1, 2000
to

August 31, 2002

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page</u>
	Definitions	3
I	Purpose & Scope	Scope 4
II	Recognition	4
III	Management Rights	Rights 4 – 5
IV	Duration and Renewal	Renewal 5
V	Association Dues	Dues 6
VI	Association Representation	Representation 6 – 7
VII	Leaves of Absence	
2		

		Absence
		7 – 8
VIII	Grievance Procedure	Procedure
		9 – 12
IX	Occasional Teacher List	List
		13 – 14
X	Posting of pre-scheduled long term occasional positions and of statutory positions	positions
		14 - 15
XI	Method of Payment	Payment
		15 – 17
XII	Allowance for Experience	Experience
		17
XIII	Reporting Pay	Pay
		17
XIV	Probationary Period – Discipline & Discharge	Discharge
		18

XV	General Provisions	Provisions
		18 – 19
#1	Letter of Intent #1	
20		
	Letter of Understanding	Understanding
		21

DEFINITIONS

1. a) The term "Teacher" as used in this Agreement shall mean a Part X.1 Teacher employed to teach as defined in the Education Act .
- b) Occasional Teacher shall mean an "Occasional Teacher" as defined in the Education Act R.S.O. 1990, c. E2, Section 1, as amended.
- c) "Casual Occasional Teacher" shall mean an Occasional Teacher employed by the Board for a period of fifteen (15) or less consecutive days.
- d) "Long-Term Occasional Teacher" shall mean an Occasional Teacher who has worked for a period of sixteen (16) or more consecutive teaching days as a replacement for a Teacher.
- e) In this Agreement, wherever there is a reference to a statute, unless the contrary is specifically stated, the Agreement shall be interpreted to refer to the version of the statute which is currently in force and includes any subsequent amendments or successor legislation. Without restricting the generality of the foregoing, the following definitions shall apply:

Labour Relations Act means the *Labour Relations Act, 1995*, S.O. 1995, c. 1, Sch. A, as amended, and includes any subsequent

amendments or successor legislation.

Education Act means the *Education Act*, R.S.O. 1990, c. E. 2, as amended, and includes any subsequent amendments or successor legislation.

Employment Standards Act means the *Employment Standards Act*, R.S.O. 1990, c. E. 14, as amended and includes any subsequent amendments or successor legislation.

Constitution Act 1867 means the *Constitution Act, 1867*, as amended and includes any subsequent amendments or successor constitutional legislation.

ARTICLE I - PURPOSE AND SCOPE

- 1:01 It is the intent of the parties and the purpose of this Collective Agreement to maintain a harmonious relationship among the Board, the Association and the Board's Occasional Teachers and to fully cooperate with each other with a view to providing the best possible services.
- 1:02 This Collective Agreement contains certain terms and conditions of employment together with a salary schedule which govern those Occasional Teachers referred to in Article 2:01 thereof.
- 1:03 A person who is covered by the Education Act as a probationary or permanent Teacher in respect of part-time employment 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 to such occasional teaching assignment.
- 1:04 No person in any International Languages Program, Continuing Education or similar such program operated by the Board, shall be covered by this Agreement. However, such person who is legally employed as an Occasional Teacher, shall be covered by this Agreement in respect of such occasional teaching assignment.
- 1:05 The Board will forward two hundred and fifty (250) copies of this Collective Agreement to the Association.

ARTICLE II - RECOGNITION

- 2:01 In accordance with Section 277.3 (1) 2 & 4 of the Education Act, the Board recognizes OECTA as the exclusive bargaining agent for all Occasional Teachers.
- 2:02 The parties of this Collective Agreement recognize the right of each party to have advisors, agents, counsellors, solicitors or any other duly authorized representatives represent them in all matters pertaining to the negotiation and administration of the Collective Agreement.

ARTICLE III - MANAGEMENT RIGHTS

- 3:01 The Association recognizes that the Board has the right, duty and responsibility to provide, operate and manage the schools under its jurisdiction in accordance with the Education Act, the prescribed Regulations thereunder, and all other applicable statutes.

ARTICLE III - ANAGE RIGHTS

- 3:02 The Association recognizes that all rights heretofore held by the Board and/or exercised by the Board are reserved to and vested exclusively in the Board unless specifically limited by this Collective Agreement.
- 3:03 The Board has all the rights and privileges enjoyed by Roman Catholic Separate School Boards under the Constitution Act 1867, the Education Act and the Charter of Rights and Freedoms.
- 3:04 Nothing in this Agreement shall be construed to adversely affect the denominational rights or privileges of the Board or of its supporters enjoyed under the Constitution Act 1867, the Education Act and the Charter of Rights and Freedoms.

ARTICLE IV - DURATION AND RENEWAL

- 4:01 This Collective Agreement shall have effect from September 1, 2000 and continue in force until August 31, 2002.
- 4:02 Either party to the Collective Agreement may give the other party notice in writing to renew the Collective Agreement at any time after May 31, 2002 but no later than August 31, 2002 and the parties agree to meet for the purpose of negotiating amendments within twenty (20) working days after said notice is received. The party giving notice to bargain shall provide the other Party with written material concerning the nature of any amendments it seeks at least five (5) working days before negotiations commence.
- 4:03 Notice given to or received by the Association shall be considered as notice given to or received by each Occasional Teacher.
- 4:04 During the currency of this contract, the Liaison Committee will meet with the Association to discuss issues relating to the workplace not covered by this Collective Agreement.
- 4:05 Notwithstanding any Article in this section, both Parties may amend, delete, or add any article in this contract if mutually agreed upon in writing.

ARTICLE V - ASSOCIATION DUES

- 5:01 The Board agrees to provide new employees with a copy of the Collective Agreement with the Association, and inform the new employees of the dues check-off requirements described herein.
- 5:02 On each pay date on which an Occasional Teacher receives a pay cheque, the Board shall deduct, from each Occasional Teacher the regular association dues as directed by the Association and in accordance with the Ontario Labour Relations Act.
- 5:03 The Association shall indemnify and save the Board harmless with respect to all claims, suits, judgements, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this article.
- 5:04 Dues deductions made as in Article 5:01 shall be forwarded to the Provincial Office of the Association. Such deductions shall be accompanied by a listing indicating the Occasional Teachers' name and the amount of the dues deducted.

ARTICLE VI - ASSOCIATION REPRESENTATION

- 6:01 a) The Association may appoint or otherwise select a negotiating committee which shall be composed of not more than four (4) Occasional Teachers or Association representatives. Such committee shall represent the Association in all negotiations for the renewal or amendment of this Collective Agreement.
- b) The Board will inform the Association from time to time of the names of its elected trustees and/or of those persons whom it has designated to serve as its negotiators for the purpose of renewing this Collective Agreement.
- 6:02 Days spent at negotiations shall be deemed not to interrupt any period of continuous service for the **purposes** of this agreement. The long term Occasional Teacher shall be paid by the Board, the daily rate of an Occasional Teacher for such day(s) spent in negotiations. The Association will reimburse the Board for the monies paid to the long term Occasional Teacher while on OECTA business.

ARTICLE VI - ASSOCIATION REPRESENTATION

- 6:03 No Occasional Teacher shall leave his or her assigned duty to attend to association business without the consent of the Director of Education or designate.
- 6:04 The Association and/or employees covered by this Agreement will not engage in Association activities during working hours, or hold meetings at any time on the premises of the Board without the permission of the Director of Education or designate.
- 6:05 The Association and the Board agree that there shall be no discrimination, intimidation, restraint or coercion exercised by the Association or any of its members or by the Board with respect to any employee of the Board on the basis of membership or non membership in the Association or lawful activity of the Association.

ARTICLE VII - LEAVES OF ABSENCE

With pay

- 7:01 The following will apply only to Long Term Occasional Teachers who are on a teaching assignment with the Board, provided that the days required occur during the Long Term Occasional Teacher assignment:
- a) The Board shall provide up to two sick days per month, as approved by the Principal, for Long Term Occasional Teachers. Unused days shall accumulate for the duration of the assignment. Unused Sick days will not be paid out at the end of the assignment.
 - b) Up to a maximum of five (5) days bereavement leave due to a death in the Long Term Occasional Teacher's immediate family.
 - c) Up to a maximum of two (2) days bereavement leave due to a death in the Long Term Occasional Teacher's family.
 - d) Leave with pay for a Long Term Occasional Teacher who is absent because of quarantine, jury duty or subpoena as a witness in any proceeding to which he/she is not a party or is not one of the persons charged.

ARTICLE VII - LEAVES OF ABSENCE

Without pay

7:02 Association Business

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

7:03 An Occasional Teacher who becomes unavailable for assignment because of illness, pregnancy, parental leave, paternity, adoption of a child, or other personal reasons, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability. It is the responsibility of the Occasional Teacher to inform the appropriate resource as designated by the Board of the date of commencement of unavailability and of their availability for assignment, once known.

7:04 Absence due to Inclement Weather/Impassable Road Conditions

- (a) No deduction of salary or sick leave will be made if weather conditions make it impossible, in the opinion of the Long Term Occasional Teacher, to reach their assigned school. The Long Term Occasional Teacher shall make **an** effort to reach the nearest school within the jurisdiction, of this Board if they feel it is safe to do so. The Principal must be notified as early as possible on that day.
- (b) In the event that road and or weather conditions improve, the Long Term Occasional Teacher shall proceed to his/her assigned school.
- (c) Where there is clear evidence of non-compliance with (a) and (b) above, the Principal, shall determine if the day's absence shall be deducted from salary.

ARTICLE VIII - GRIEVANCE PROCEDURE

8:01 The mutual desire of both the Board and the Occasional Teachers is that all grievances shall be adjusted as quickly as possible at the lowest administrative level.

8:02 A grievance is a claim by an Occasional Teacher, or a group of Occasional Teachers relating to a difference arising ~~from~~ the interpretation, application, administration or alleged contravention of this Collective Agreement, and shall also include the question of whether a matter is arbitrable.

The grievance must be carried forward through this procedure by the individual(s) initiating the grievance.

8:03 Grievances shall normally be settled in the following manner and sequence:

STEP 1 - Informal Stage

- a) The Occasional Teacher having a grievance arising out of this Collective Agreement shall first approach their Principal, or appropriate Supervisor.
- b) The grievance must be received within ten (10) days after the Occasional Teacher becomes aware of the circumstances giving rise to the grievance or when the event could reasonably be detected.
- c) The Principal, or appropriate Supervisor to whom the grievance was presented shall reply verbally within three (3) days after receipt of the grievance.
- d) Failing satisfaction with the verbal reply of the Principal, or appropriate Supervisor, the Occasional Teacher may approach the Superintendent concerned who will respond verbally within five (5) days after receipt of the grievance.
- e) Failing satisfaction with the verbal reply of the Superintendent concerned, the Occasional Teacher may proceed to Step 2.
- f) The grievor may be accompanied by no more than two (2) representatives of the Association.

8:03 STEP 2 - Formal Stage

Failing satisfaction with the reply in Step 1, then within five (5) days of receipt of the reply, the grievance shall be submitted in writing to the Director of Education or designate. The Director of Education, or designate, shall reply in writing within ten (10) days of receipt of the grievance. Failing satisfaction, the Occasional Teacher may proceed to Arbitration.

A formal grievance must:

1. be in writing;
2. include the name of the grievor(s), and a detailed description of the action(s) or event(s) giving rise to the grievance;
3. identify the redress sought;
4. include the specific clause(s) allegedly being breached.

8:04 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. If there are any costs related to mediation they shall be shared equally between the parties.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party indicating that the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

ARTICLE VIII - GRIEVANCE PROCEDURE

8:05 Arbitration

If a grievance, including a policy grievance, is not satisfactorily settled pursuant to the provisions of this Article, either party may, within five (5) days of the receipt of the answer given in Step 2 or of the decision given under section 8:12 hereof, notify the other party in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of that party's appointee to the arbitration board. The party receiving the notice shall, within five (5) days inform the other party of its appointee to the arbitration board. The two appointees shall within five (5) days or such longer time as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chair within the time limit, either the Association or the Board may request the appointment of a chair by the Minister of Labour.

The parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board.

A grievance may be submitted to expedited arbitration in accordance with the Ontario Labour Relations Act, by notifying the other party in writing.

8:06 There shall be no reprisals of any kind taken against any Occasional Teacher because of participation in the grievance or arbitration procedure under this agreement.

8:07 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

8:08 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs.

8:09 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this agreement.

8:10 Each party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure, including arbitration.

ARTICLE VIII - GRIEVANCE PROCEDURE

8:11 For purposes of this Article, "days" shall mean work days. All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the parties and subsection 48 (16) of the Labour Relations Act does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the parties.

8:12 Policy Grievance

The Association or the Board may lodge a policy grievance in writing against the other within ten (10) days after the detection of the event which gave rise to the grievance or within ten (10) days after the event when the event could reasonably be detected. A "policy grievance" shall be defined to mean any difference arising directly between the Board and the Association as to the interpretation, application, administration or alleged violation of this Collective Agreement, other than a difference directly affecting individual employees. The Board or a representative committee of the Board shall meet with the Executive of the Association within ten (10) days from the date the grievance was received by the opposite party. The decision of the Board or the Association shall be forwarded in writing together with the reasons therefore to the party lodging the grievance within five (5) days of the meeting. If the party lodging the grievance rejects the decision, it shall notify the opposite party in writing accordingly within five (5) days after receiving the decision.

NOTE: The Association will notify the Director of Education. The Board will notify the President of the Association.

8:13 Policy grievances may only be filed within ten (10) days of becoming aware of the circumstances giving rise to the complaint, or within ten (10) days after the event when the event could reasonably be detected.

8:14 It is understood that the parties may mutually agree in writing to submit any grievance to a mutually agreed upon single arbitrator rather than to an arbitration board. In the event that the parties are unable to agree upon a single arbitrator, the parties may request the Minister of Labour to make the appointment.

8:15 The parties agree that any grievance arising from discipline and/or dismissal

will be heard by a three member panel as set out in Section 48 (2) of the Ontario Labour Relations Act unless otherwise mutually agreed upon.

ARTICLE IX - OCCASIONAL TEACHER LIST

- 9:01 The Board shall establish an Occasional Teachers' List. This list shall mean the total of any sub lists kept by the Board's Human Resources Department.
- 9:02 To be eligible for inclusion on the Occasional Teachers List, an Occasional Teacher must satisfy the requirements of the Education Act and its regulations.
- 9:03 Prior to being placed on the Occasional Teachers= List, an Occasional Teacher must first be approved based on a Board interview and also submit proof of certification and all other Board required documentation.
- 9:04 Once accepted for placement on the Occasional Teachers= List, the Occasional Teacher shall:
- a) select a geographic area or geographic areas
 - b) elect to be placed on a Aspecialty list@ provided the Occasional Teacher holds the appropriate qualifications and/or
 - c) select one or more of the following divisions:
 - Primary
 - Junior
 - Intermediate - elementary
 - Intermediate - secondary
 - and Senior
 - d) specify days and time of availability.
- 9:05 All Occasional Teacher work in the Board shall be assigned to Occasional Teachers on the Occasional Teachers List. If the Board does not find a suitable and qualified candidate, then the Board may fill the position at its discretion.
- 9:06 Both calls on rotation and calls arising from special requests must come through the dispatcher.

ARTICLE IX - OCCASIONAL TEACHER LIST

- 9:07 When it is necessary for a Principal to call in an occasional teacher during the day in an emergency situation to substitute for a teacher, the Occasional Teacher who responds to the call will not be skipped in the regular rotation.
- 9:08 An Occasional Teacher who refuses three 3 or more assignments within a period of forty 40 working days and who fails to provide, if requested by the Board, a satisfactory explanation, as determined by the Board, for his/her unavailability may be removed from the Occasional Teachers= List.

ARTICLE X - POSTING OF PRE-SCHEDULED LONG TERM OCCASIONAL POSITIONS AND OF STATUTORY POSITIONS

1. Long term occasional positions shall first be granted to supernumary or permanent supply teachers, then to laid off statutory teachers on the Occasional Teachers= list and then to Occasional Teachers who have been on the Occasional Teacher list for a period of one year or more.
- 10:02 a) When a Teacher@, as defined in this Collective Agreement, employed by the Board, is pre-scheduled to be absent from teaching duty for a period of at least three school months, but less than two school years and the Board decides to replace the contract Teacher with a Long Term Occasional Teacher, then the Board shall assign a replacement from the Long Term Occasional Teacher Roster.
- b) The Board will maintain a Long Term Occasional Teacher Roster for assignment as identified in article 10.02 (a). In order to be eligible for the Long Term Occasional Teacher Roster, Occasional Teachers will have completed the probationary period and be approved for the Roster prior to June 30 of the school year previous to the assignment.
- c) The Board will provide an updated copy of the LTO Roster to the Association President three times per year as follows: August 15th, November 1st and March 1st.
- d) The Board will implement an information posting procedure on the Board's Website for Long Term Occasional positions. Implementation date for this process will be on or before the beginning of the school year 2001-2002.

ARTICLE X - POSTING OF PRE-SCHEDULED LONG TERM OCCASIONAL POSITIONS AND OF STATUTORY POSITIONS

10:03 If the Board does not find a suitable and qualified candidate, then the Board may fill the position at its discretion.

10:04 The Board will give Occasional Teachers on the Long Term Occasional Teachers' Roster first consideration before hiring an external candidate for permanent teaching positions.

ARTICLE XI - METHOD OF PAYMENT

11:01 The Board will maintain a grid composed of Categories A0 to A4 with the following changes made.

- A. 1. A daily rate of 1/200 of the basic minimum salary established for the category in which qualifications are held of the basic minimum of **category A0** and no **greater than the** minimum of **category A2**, less an amount equivalent to the total of vacation and statutory holiday pay to which the teacher is entitled under applicable legislation.
 2. An Occasional Teacher employed for a period of more than five consecutive days in the same classroom will receive, retroactively to start date, a daily rate of 1/200 of the salary by placement on the grid according to qualifications and experience, less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation.
 3. An Occasional Teacher employed for a period of more than fifteen (15) consecutive days in the same classroom will receive retroactively to start date, salary and placement on the grid according to qualifications and experience, less an amount equivalent to the total of vacation and statutory holiday days to which the Occasional Teacher is entitled under applicable legislation.
- 11:01 B. An Occasional Teacher employed on a "Letter of Permission" shall have their educational qualifications rated by the Director of Education or designate for category placement purposes. It is agreed that no person employed on a Letter of Permission or any other unqualified person shall be paid at a greater daily rate than any other occasional teacher in the Association unless agreed by mutual consent between the parties.

ARTICLE XI - METHOD OF PAYMENT

11:01 C. Long Term Occasional Teachers shall be paid in accordance with the Salary Grid to according to qualifications and experience.

D. The Occasional Teacher Salary grid for the period September 1, 2000 to August 31, 2001 shall be as follows:

Yrs. Exp.	A0	A1	A2	A3	A4
0	29,082	31,611	33,472	36,027	38,547
1	30,874	33,558	35,870	38,301	40,791
2	32,747	35,595	38,040	40,594	43,040
3	34,629	37,640	40,445	42,864	45,302
4	36,505	39,681	42,624	45,152	47,542
5	38,377	41,713	45,079	47,423	49,784
6	40,254	43,755	47,142	49,712	52,031
7	42,123	45,785	49,604	51,981	54,288
8	44,005	47,832	51,775	54,277	56,523
9	45,888	49,877	53,720	56,550	58,770
10		52,699	56,836	58,836	61,023
11				62,038	63,270
12					66,505

D. The Occasional Teacher Salary grid for the period September 1, 2001 to August 31, 2002 shall be as follows:

Yrs. Exp.	A0	A1	A2	A3	A4
0	29,591	32,164	34,058	36,658	39,221
1	31,415	34,146	36,497	38,971	41,505
2	33,320	36,218	38,706	41,305	43,793
3	35,235	38,299	41,153	43,615	46,095
4	37,144	40,375	43,370	45,942	48,374
5	39,048	42,443	45,868	48,253	50,655
6	40,959	44,521	47,967	50,582	52,942
7	42,860	46,586	50,472	52,891	55,238
8	44,775	48,669	52,681	55,227	57,512
9	46,691	50,750	54,660	57,540	59,798
10		53,621	57,831	59,865	62,091

11	63,124	64,377
12		67,669

ARTICLE XI - METHOD OF PAYMENT

- 11:01 E. All payments as noted (A0 through A4) above are less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation.
- F. Occasional Teachers will be paid via a bi-weekly pay effective the commencement of the 2001-2002 school year.

ARTICLE XII - ALLOWANCE FOR EXPERIENCE

- 12:01 Occasional Teaching experience, in blocks of twenty (20) or more consecutive full teaching days, shall be recognized as teaching experience. One hundred and eighty (180) work days shall constitute one year of experience and shall be calculated into the experience placement of the salary scale in Article XI.
- 12:02 Effective September 2001, teaching experience shall be gained as a Long Term Occasional or Permanent Teachers, excluding casual supply days, subsequent to the completion of professional training deemed satisfactory to the College of Teachers.

For purposes of implementation of this clause, Occasional Teachers must submit their required Documentation to the Board by July 30, 2001.

- 12:03 Salary adjustments for experience shall be made on September 1 of each year.
- 12:04 Occasional Teachers hired after September 1, shall have their experience recognized as of their date of hire.

ARTICLE XIII - REPORTING PAY

- 13:01 Subject to the approval of Director of Education, or designate, an Occasional Teacher who reports for an assignment as a result of a dispatching error on the part of the Board shall be paid for the first day

or portion of the first day as assigned.

ARTICLE XIV - PROBATIONARY PERIOD - DISCIPLINE & DISCHARGE

- 14:01 Occasional Teachers shall serve a probationary period sixty (60) working days taught within the bargaining unit, within a two year period. During the probationary period, an Occasional Teacher shall be considered as being on a trial basis and may be discharged or removed from the Occasional Teacher list at the sole discretion of the Board without recourse to the grievance procedure.
- 14:02 Subject to the discretion of the Board, Occasional Teachers formerly employed by the Board as Teachers and hired back to the Board while in receipt of a pension from the Ontario Teachers' Pension Plan Board may not be subject to a 30 day probationary period.

ARTICLE XV - GENERAL PROVISIONS

- 15:01 The Board shall inform the President of the Association, in writing, by October 1st, the names and addresses of the Occasional Teachers.
- 15:02 The Board shall provide space on a bulletin board in each school having a bulletin board, accessible to the Occasional Teachers and upon which the Association shall have the right to post notices related to Association Business. In addition each school shall have a designated mail box accessible to Occasional Teachers.
- 15:03 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from Director of Education or designate and the President of the Association.
- 15:04 a) No Casual Occasional Teacher shall be assigned duties in excess of those assigned to the absent teacher, except for preparation time as allocated by the Principal.
- b) Occasional Teachers shall not be assigned any duties prior to the commencement of an assignment.
- c) Occasional Teachers shall be entitled to a forty (40) minute uninterrupted lunch.
- 15:05 In the event the Board employs a supernumary or a permanent supply teacher for a given period of time, such teacher shall be given priority placement.

ARTICLE XV - GENERAL PROVISIONS

- 15:06 (a) The Board shall provide a paid in-service training programme for Occasional Teachers. In preparing such programme, the Board will request input from the Association.
- (b) It is understood that Occasional Teachers on Long Term Occasional contracts shall attend Professional Development Days and shall be paid for attendance at these days.
- (c) Occasional Teachers may attend Board sponsored Professional Development activities without remuneration, provided space is available.
- 15:07 An Occasional Teacher who is replacing an itinerant teacher shall receive travel expenses in accordance with Board policy.

LETTER OF INTENT # 1

The employer agrees to investigate the feasibility of introducing a computerized, central call-out system. Upon implementation of a central call-out system or a similar mechanism should one be available earlier, the employer will disclose to the Association on a monthly basis, what proportion of casual and long term occasional work was assigned to unqualified persons.

All Teachers certified by the College of Teachers, or for whom the Board has received a Letter of Permission, are deemed to be qualified as Occasional Teachers as in Article I of this contract.

LETTER OF UNDERSTANDING

Retroactivity:

All Bargaining Unit members will receive a wage adjustment as per the wage grids (Article XI – 11.01 D) retroactive to September 1, 2000.

Bargaining Unit members will receive their retroactive pay adjustments no later than April 15, 2001.

Compensation in Lieu of Benefits:

The Parties agree that Long Term Occasional Teachers who have worked more than sixty (60) instructional days as an LTO shall receive a \$50 per month payment in addition to their regular wages, effective the 61st instructional day.

Further, the parties agree that:

- this provision is in effect from September 1, 2001 up to and including June 30, 2002
 - there shall be no retroactive payments for this provision
 - this provision does not apply to Long Term Occasional Teachers who are in receipt of a pension
 - should the individual receiving the \$50 monthly payment obtain employment with the Board as a permanent employee, these payments will cease immediately
- SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

CHAIRPERSON: C. MACDONALD _____

DIRECTOR: K.J. KOBUS _____

DATE: _____

=====

THE SIMCOE MUSKOKA OCCASIONAL TEACHERS' LOCAL OF ONTARIO
ENGLISH CATHOLIC TEACHERS' ASSOCIATION

PRESIDENT T. VELLINGA _____

CHIEF NEGOTIATOR: J. HEXIMER _____

DATE: _____

OCCASIONAL TEACHERS SALARY GRIDS 2000-2002

The Occasional Teacher Salary grid for the period September 1, 2000 to August 31, 2001 shall be as follows:

Yrs. Exp.	A0	A1	A2	A3	A4
0	29082	31611	33472	36027	38547
1	30874	33558	35870	38301	40791
2	32747	35595	38040	40594	43040
3	34629	37640	40445	42864	45302
4	36505	39681	42624	45152	47542
5	38377	41713	45079	47423	49784
6	40254	43755	47142	49712	52031
7	42123	45785	49604	51981	54288
8	44005	47832	51775	54277	56523
9	45888	49877	53720	56550	58770
10		52699	56836	58836	61023
11				62038	63270
12					66505

The Occasional Teacher Salary grid for the period September 1, 2001 to August 31, 2002 shall be as follows:

Yrs. Exp.	A0	A1	A2	A3	A4
0	29591	32164	34058	36658	39221
1	31415	34146	36497	38971	41505
2	33320	36218	38706	41305	43793
3	35235	38299	41153	43615	46095
4	37144	40375	43370	45942	48374
5	39048	42443	45868	48253	50655
6	40959	44521	47967	50582	52942
7	42860	46586	50472	52891	55238
8	44775	48669	52681	55227	57512
9	46691	50750	54660	57540	59798
10		53621	57831	59865	62091
11				63124	64377
12					67669