

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, 2002

To

August 31, 2004

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## 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. 2002, Section 1. (1.1) , 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.

- f) Persons for whom the Board has secured a Letter of Permission under Regulation 183 shall be deemed as Occasional Teachers. The Board shall report to the Association every vacancy and appointment made under Regulation 183.

## **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 a copy of this Collective Agreement to all Occasional Teachers on the Occasional Teacher List. In addition, the Board will forward fifty (50) 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.
- 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, 2002 and continue in force until August 31, 2004.
- 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, 2004 but no later than August 31, 2004 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 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.
- 6:06 a) When the President of the Occasional Teacher Local or designate is requested or invited by the Board to attend a meeting or function during the school day, the President shall be determined to be at work and the Board shall pay the President or designate the appropriate rate of pay for each day or half day.
- b) The President of the Occasional Teacher Local, or designate, shall be granted day(s) leaves of absence, upon completion and submission of the Supply Teacher Time Sheet. Twenty-five (25) of these leave days of absences shall be billed to the Association, with appropriate documentation, and the Board shall be reimbursed for such days at the casual occasional teacher rate as set outlined in Article 11:01 of this Collective Agreement.

**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. It is understood that it is the member's responsibility to report his or her absences.

- 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 the death of a spouse, child, parent, brother, or sister of a Long Term Occasional Teacher
- c) Up to a maximum of two (2) days bereavement leave due to the death of father-in-law, mother-in-law or grandparent
- d) Up to (1) day to attend the funeral of a relative or friend not covered in b) or c)
- e) 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
- f) The Director of Education or designate may extend a leave of absence granted for any of the above, for special or compassionate circumstances.

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.

**ARTICLE VII – LEAVES OF ABSENCE**

- 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.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### 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.

### 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.

**ARTICLE VIII - GRIEVANCE PROCEDURE**

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.
- 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.

**ARTICLE VIII - GRIEVANCE PROCEDURE**

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 "speciality 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 is unable to find a suitable and qualified candidate, 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.
- 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.



**ARTICLE IX - OCCASIONAL TEACHER LIST**

- 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.
- 9:09 By October 31<sup>st</sup> of each year, the Board shall provide the Association with the names of the persons for the following:
- a) Those who are employed to replace teachers under the Regulation 298 Section 20 emergency provisions when no Occasional Teacher is available for placement
  - b) All persons employed on Letters of Permission
  - c) Occasional Teachers List

An amended list shall be provided to the Association on no less than on a quarterly basis.

- 9:10 The Board shall provide the Association with a list of people employed on Long Term assignments beginning September 30<sup>th</sup> of each school year and monthly thereafter. The list shall include the name of the Occasional Teacher under Long Term assignment, the name of the teacher being replaced, the school of employment and the duration of each Long Term Occasional contract.

**ARTICLE X – LONG TERM OCCASIONAL POSITIONS**

- 10:01 Long Term occasional positions shall first be granted to *supernumary* or to permanent supply teachers, then to laid off statutory teachers on the Occasional Teachers' list, then to Occasional Teachers on the Long Term Occasional Teacher Roster and finally to Occasional Teachers on the Occasional Teachers List.
- 10:02 "Intermittent pre-determined" shall mean a long term position of which the Board has had advanced written notice or sufficient knowledge that a teacher will be absent from her classroom duties for reasons such as scheduled workshops, professional duties, illness, etc. for accumulative but not consecutive number of days which will be at least sixteen (16) days in one academic year and the Board has elected to have the absent teacher replaced by the same Occasional Teacher.

**ARTICLE X – LONG TERM OCCASIONAL POSITIONS**

- 10:03 “Pre-determined” shall mean a long term position of which the Board has had advanced written notice or sufficient knowledge that the position would require a Long Term Occasional Teacher.
- 10:04 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 15<sup>th</sup>, November 1<sup>st</sup> and March 1<sup>st</sup>.
- d) The Board shall post pre-scheduled long term occasional positions of at least three school months on the Board’s website.
- 10:05 If the Board does not find a suitable and qualified candidate, then the Board may fill the position at its discretion.
- 10:06 The Board will give Occasional Teachers on the Long Term Occasional Teachers’ Roster first consideration before hiring an external candidate for permanent teaching positions.
- 10:07 A refusal of any Long Term Occasional assignment by an Occasional Teacher shall not prejudice their right to further Long Term Occasional positions as they become available in the school year.

**ARTICLE XI – METHOD OF PAYMENT**

11:01 The Board will maintain a grid composed of Categories A0 to A4. Categories A0 to A4 will be as granted by the Qualifications Evaluation Council of Ontario (Program 5).

- 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.
  4. The Board shall recognize category placement of Occasional Teachers under the Q.E.C.O. Program 5.
- 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.
  - c) Long Term Occasional Teachers shall be paid in accordance with the salary grid to according to qualifications and experience.

**ARTICLE XI – METHOD OF PAYMENT**

11:01 d) The Salary Grid for Occasional Teachers shall be as follows:

Effective September 1, 2003:

| Yrs. Exp.      | A0    | A1    | A2    | A3    | A4    |
|----------------|-------|-------|-------|-------|-------|
| 0              | 31447 | 34182 | 36195 | 38958 | 41682 |
| 1              | 33386 | 36288 | 38787 | 41416 | 44109 |
| 2              | 35410 | 38490 | 41134 | 43896 | 46540 |
| 3              | 37445 | 40702 | 43735 | 46351 | 48987 |
| 4              | 39474 | 42908 | 46091 | 48824 | 51409 |
| 5              | 41498 | 45106 | 48746 | 51280 | 53833 |
| 6              | 43529 | 47314 | 50976 | 53755 | 56263 |
| 7              | 45549 | 49509 | 53638 | 56209 | 58703 |
| 8              | 47584 | 51722 | 55986 | 58692 | 61120 |
| 9              | 49620 | 53934 | 58089 | 61150 | 63549 |
| 10 Penultimate | 52425 | 56985 | 61459 | 63621 | 65986 |
| 11 Ultimate    | 54136 |       |       | 67084 | 68416 |
| 12             |       |       |       |       | 71914 |

Effective August 31, 2004:

| Yrs. Exp.      | A0    | A1    | A2    | A3    | A4    |
|----------------|-------|-------|-------|-------|-------|
| 0              | 32359 | 35173 | 37244 | 40088 | 42890 |
| 1              | 34354 | 37341 | 39911 | 42617 | 45388 |
| 2              | 36437 | 39606 | 42327 | 45169 | 47890 |
| 3              | 38531 | 41882 | 45003 | 47695 | 50407 |
| 4              | 40619 | 44152 | 47427 | 50240 | 52900 |
| 5              | 42701 | 46414 | 50159 | 52767 | 55394 |
| 6              | 44791 | 48686 | 52455 | 55314 | 57895 |
| 7              | 46870 | 50944 | 55194 | 57839 | 60406 |
| 8              | 48964 | 53222 | 57610 | 60394 | 62893 |
| 9              | 51059 | 55498 | 59774 | 62923 | 65392 |
| 10 Penultimate | 53945 | 58638 | 63241 | 65466 | 67900 |
| 11 Ultimate    | 55706 |       |       | 69030 | 70400 |
| 12             |       |       |       |       | 74000 |

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.

**Article XI – Method of Payment**

11:02 Effective no later than September 2004, Long Term Occasional teachers who are hired for a specific duration shall be paid as follows:

- a) Long Term Occasional teachers' salary shall be processed on the first Friday after Labour Day and thereafter on a bi-weekly basis for the duration of the assignment.
- b) Long Term Occasional teachers shall be paid as per their placement on the salary grid. Said salary shall be paid out at the rate of the daily average calculated over the length of the Long Term Occasional Assignment.
- c) Long Term Occasional teachers hired without a specified end date shall be paid according to their placement on the salary grid averaged over 194 school days.
- d) At the completion of a Long Term Occasional assignment (as noted in either b) or c), there shall be a wage adjustment reconciliation, if required.

11:03 Long Term Occasional Teachers who have worked more than fifty (50) instructional days as an LTO shall receive a \$50 per month payment in addition to their regular wages, effective the 51<sup>st</sup> instructional day.

- a) This provision is in effect from September 1, 2002 up to and including June 30, 2004.
- b) There shall be no retroactivity payments for this provision for the 2002-2003 school year.
- c) This provision does not apply to Long Term Occasional Teachers who are in receipt of a pension.
- d) Should the individual receiving the \$50 monthly payment obtain employment with the Board as a permanent employee, these payments will cease immediately.

**ARTICLE XII - RETROACTIVITY**

- 12:01 All retroactive payment for the period September 1, 2003 to October 24, 2003 inclusive shall be paid on November 21, 2003.
- 12:02 The retroactive payment as per a) above shall include salary and grid step as per Articles 13.05 and 13.06
- 12:03 Each Occasional Teacher who was employed by the Board and received earnings from the Board for Occasional work done during 2002-03 school year, will receive a lump sum adjustment of 2.5% on total earnings for the 2002-03 school year (September 1, 2002 up to and including June 30, 2003).
- 12:04 All retroactive payment for the period of September 1, 2002 to August 31, 2003 inclusive shall be paid on December 5, 2003.

**ARTICLE XIII - ALLOWANCE FOR EXPERIENCE**

- 13:01 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.
- 13:02 Occasional Teachers shall submit their required documentation within sixty days of hire to the Human Resources Department, for purposes of this clause. The Board may extend this time period based on verification that extenuating circumstances exist.
- 13:03 Salary adjustments for experience shall be made on September 1 of each year.
- 13:04 Occasional Teachers hired after September 1, shall have their experience recognized as of their date of hire.
- 13:05 The years of experience for all Occasional Teachers paid on the grid and employed by the Board as of the date of ratification of this agreement shall be rounded up to the next full experience increment on the grid effective September 1, 2003. Their anniversary date for purposes of movement through the grid thereafter will be September 1.

**ARTICLE XIII - ALLOWANCE FOR EXPERIENCE**

- 13.06 a) Any new Occasional Teacher paid on the grid and employed by the Board after the date of ratification shall be rounded to the nearest full year (up or down) in order to be placed on the wage grid at a full step. (.5 rounds up).
- b) Notwithstanding a) Occasional Teachers paid on the grid will move to the appropriate experience increment on the wage grid on September 1 of each year (referenced in Letter of Understanding # 4). This date shall become their anniversary date for purposes of movement through the grid.

**ARTICLE XIV – UPGRADING QUALIFICATIONS**

- 14:01 a) It is the responsibility of the Occasional Teacher to notify the Board in writing of an improvement in qualifications.
- b) Retroactive salary adjustments to September 1<sup>st</sup>, or to the beginning of a Long Term Occasional Assignment if after September 1<sup>st</sup>, to reflect improved qualifications, will only be effected provided that the new Statement of Evaluation is filed with the Board by December 31<sup>st</sup>, or, if this is impossible, through no fault of the Teacher, that a “notice of expected change” along with an explanation of the delay is filed with the Board by December 1 of that year and documentary evidence that the qualifications used for the upgrading were acquired prior to September 1 of each school year.
- c) When an Occasional Teacher, who is on a Long Term Occasional Assignment, has completed the requirements for raising his/her salary category after September 1<sup>st</sup> of the year of assignment and notification of improvement of qualifications is received after January 1 but prior to June 30<sup>th</sup>, salary shall be retroactive to January 1<sup>st</sup>, or to the date at which improvement of qualifications was completed, whichever comes later.

**ARTICLE: XV – REPORTING PAY**

15:01 Upon verification, 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 day or portion of the day as assigned.

**ARTICLE XVI: PROBATIONARY PERIOD – DISCIPLINE & DISCHARGE**

16:01 Occasional Teachers shall serve a probationary period of fifty (50) 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.

16:02 At 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 twenty-five (25) day probationary period.

16:03 Notwithstanding any investigation or determination by the College of Teachers, any action against the Occasional Teacher by the Board shall be taken independently and in accordance with the terms of the Collective Agreement.

**ARTICLE XVII – WORKING CONDITIONS**

17:01 The Board shall inform the President of the Association, in writing, by October 1st, the names and addresses of the Occasional Teachers.

17:02 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.

17:03 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.



**ARTICLE XVII – WORKING CONDITIONS**

- 17:04 a) No Casual Occasional Teacher shall be assigned duties in excess of those assigned to the absent teacher.
- b) On a single day placement, a Casual Occasional Teacher shall be assigned the preparation time of the absent teacher should preparation for that day be required.
- c) A Casual Occasional Teacher shall receive preparation time in accordance with the absent teacher's timetable on the third consecutive instructional day in the same assignment.
- d) Occasional Teachers shall not be assigned any duties prior to the commencement of the first day of an assignment.
- e) Occasional Teachers shall be entitled to a forty (40) minute uninterrupted lunch.
- 17:05 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.
- 17:06 (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.
- 17:07 An Occasional Teacher who is replacing an itinerant teacher shall receive travel expenses in accordance with Board policy.

**ARTICLE XVII – WORKING CONDITIONS**

- 17:08 a) Excepting in the case of an emergency, and under the principle of “in loco parentis” and not as a health professional, an Occasional Teacher shall not be required to perform a medical procedure or administer medication to any student.
- b) The Board shall, through existing or supplementary insurance coverage adequately insure personnel against claims arising from the administration of medication through Board policy or Board directive.
- 17:09 Both parties recognize their obligations to maintain a safe and healthful environment for employees, and to carry out all duties and obligations as legislated under the Ontario Occupational Health and Safety Act.

**ARTICLE XVIII: ACCESS TO INFORMATION**

18:01 Medical Information

The Board shall keep any medical information confidential. Such medical information shall not be released to any employee of the Board except on a “need to know” basis. The information will also be kept confidential from third parties, in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

18:02 Personnel Files

The Municipal Freedom of Information and Protection of Privacy Act provides for the access to files by all Occasional Teachers. The process for such access shall be as set out below:

- a) An Occasional Teacher shall have access during normal business hours to her/his personnel file at the Catholic Education Center, upon prior written request to the Superintendent of Human Resources and shall be carried out in the presence of a Supervisory Officer or other person(s) designated. If the Occasional Teacher requests a photocopy of her/his file, the Board shall provide such copies within three (3) working days.

**ARTICLE XVIII: ACCESS TO INFORMATION**

- 18:02 b) An Occasional Teacher shall have the right to object in writing to the accuracy or completeness of any document in the file, and such objection(s) shall be filed with the disputed document(s).
- c) Where an Occasional Teacher gives written authorization to another person acting on her/his behalf, access the Occasional Teacher's personnel file, the Board shall provide such access and furnish copies of said file, if requested and so authorized

**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 # 1**

Re: Criminal Background Check

1. The Board shall pay for the cost of the collection of criminal background checks (CPIC) as required by the Board for actively employed Teachers, provided the Teacher uses the process as designated by the Board. (OESC)
2. The Board shall require of the Occasional Teachers a Criminal Background Check (CBC) as specified by Regulation 521/01 which exhibits convictions only, for which a pardon has not been granted.
3. The required criminal background check shall be placed in a confidential file available only to the Director of Education, one designate and the individual Occasional Teacher who is referenced in the CBC, in accordance with the Freedom of Information and Protection of Privacy Act.
4. Those Occasional Teachers who choose not to use the batch process provided by OESC shall be required to pay for their own CBC and shall provide it to the Board by July 31, 2003.
5. Any other processes related to the development of procedures regarding criminal background checks will be developed in conjunction with and agreement of the Bargaining Unit.
6. The Board, prior to including any Occasional Teacher in the batch process, must receive a personal authorization from that Occasional Teacher.

**LETTER OF UNDERSTANDING # 2**

RE: Labour Management Committee

The Employer accepts the following as amended:

1. The parties agree that the establishment of a Labour/Management Committee provides mutual benefits to both the Bargaining Unit and the Employer in maintaining a sound communicative and cooperative relationship.
2. The Labour/Management Committee shall consist of three members appointed by the Employer and three members appointed by the Bargaining Unit.
3. The Labour/Management Committee shall meet semi-annually or as required, by the Bargaining Unit Executive or by the Employer to discuss matters of common concern. A meeting shall be held as expeditiously as possible as mutually agreed between the parties.

**LETTER OF UNDERSTANDING # 3**

Re: Daily Rate as outlined in Article XI

The parties agree that the matter of the daily rate as outlined in Article XI – Method of Payment, will be referred for discussion through Labour/Management Committee.

**LETTER OF UNDERSTANDING # 4**

Re: Examples of movement through the grid as noted in Article 13:06 b)

Example 1

|   |   |  |
|---|---|--|
| <b>Current Experience</b><br><b>September 1, 2003</b> | <b>Grid Placement</b><br><b>September 1, 2003</b> | <b>Experience earned</b><br><b>03/04</b> |
| <i>3.2 years</i>                                      | <i>4.0 years</i>                                  | <i>.3</i>                                |
| <b>Total Experience</b>                               | <b>Grid Placement</b><br><b>September 1, 2004</b> | <b>Experience earned</b><br><b>04/05</b> |
| <i>4.3 years</i>                                      | <i>4.0 years</i>                                  | <i>.3</i>                                |
| <b>Total experience</b>                               | <b>Grid Placement</b><br><b>September 1, 2005</b> |  |
| <i>4.6 years</i>                                      | <i>5.0 years</i>                                  |  |

Example 2

|   |   |  |
|---|---|--|
| <b>Current Experience</b><br><b>September 1, 2003</b> | <b>Grid Placement</b><br><b>September 1, 2003</b> | <b>Experience earned</b><br><b>03/04</b> |
| <i>5.6 years</i>                                      | <i>6.0 years</i>                                  | <i>.5</i>                                |
| <b>Total Experience</b>                               | <b>Grid Placement</b><br><b>September 1, 2004</b> | <b>Experience earned</b><br><b>04/05</b> |
| <i>6.53 years</i>                                     | <i>7.0 years</i>                                  | <i>.4</i>                                |
| <b>Total experience</b>                               | <b>Grid Placement</b><br><b>September 1, 2005</b> |  |
| <i>6.9 years</i>                                      | <i>7.0 years</i>                                  |  |

Dated at Barrie, Ontario this the \_\_\_\_\_ day of \_\_\_\_\_, 2003

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

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

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