

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")

RECEIVED
September 1, 2008
to
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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) Daily Occasional Teacher shall mean an occasional teacher employed by **the** Board in daily assignments.
- d) Occasional Teachers in **long** term assignments **shall** mean an occasional teacher employed by the Board for a period of 10 or **more** consecutive teaching **days** for the **same** Teacher.
- e) "Intermittent pre-determined long-term assignment" shall mean an assignment **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** the minimum number of days in one academic year **as** outlined in d) above **and the** Board has elected to have the absent teacher replaced by the same Occasional Teacher.
- f) "Predetermined long-term assignment" shall mean an assignment of which the Board has **had** advanced written notice or sufficient **knowledge** that a teacher will be consecutively absent from classroom duties for at least the minimum number of days **as** outlined in d) above.
- g) 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.

- h) 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.
- i) "Local" **means** the Occasional Teacher Bargaining Unit

PREAMBLE

The Simcoe Muskoka Catholic District School Board and the The Simcoe Muskoka Occasional Teachers' Local of Ontario English Catholic Teachers' Association are committed *to* improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

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 the Education Act and Regulations, 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.
- 2:03 **An** electronic file of the Collective Agreement shall be provided to the Association upon ratification **by** the Parties and completion of the document.

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.
- 3:05 The Board reserves the right to discipline and/or dismiss for just cause, subject to appeal through the grievance procedures of this Collective Agreement.

ARTICLE IV – DURATION AND RENEWAL

- 4:01 This Collective Agreement shall have effect from September 1, 2008 and continue in force until August 31, 2012.
- 4:02 Either party to the Collective Agreement may give the other party notice in writing to renew the Collective Agreement at least 90 (ninety) days prior to the expiration of this agreement, in accordance with the Labour Relations Act. The parties agree to meet for the purpose of negotiating renewal of the Agreement as mutually agreed.
- 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 including any local levy 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 Regular association dues deductions made as in Article 5:02 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. Local levy deductions shall be forwarded to the Local.

ARTICLE VI - ASSOCIATION REPRESENTATION

- 6:01** a) The Association will inform the Board from time to time of the names of its **Local** executive and/or of those **persons** whom it has designated to serve as its negotiators for the purpose of renewing **this** Collective Agreement.
- b) The Board will inform the Association of those persons whom it has designated to serve as its negotiators for the purpose of renewing **this** Collective Agreement, prior to the commencement of the collective bargaining **process**.
- 6:02** Days spent at negotiations shall be considered **part** of the occasional teacher work requirement and **shall** be deemed not to **interrupt** any period of continuous service for the purposes of **this** agreement. The occasional teacher shall be paid the **daily** or long term rate **as** per her/his regular assignment for such **day(s)** spent **in** negotiations. The Association will reimburse the Board for the monies paid to the **daily** or **long term Occasional Teacher** while on OECTA business.
- 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** No Occasional Teacher covered by **this** Agreement will **engage** in Association business during **working** hours while engaged in **a** daily or long term occasional assignment, 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) For days or **half** days in addition to (a) above spent by the President or designate on Association business, the Association will reimburse the Board, at the daily rate. Such **days** shall be considered **part** of the occasional teacher work requirement.

ARTICLE VII – LEAVES OF ABSENCE

With pay

7:01 The following will apply only to occasional teachers in long-term assignment with the Board, provided that the days required occur during the term of the 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.
 - i) Unused sick days shall accumulate for the duration of each long term assignment and shall accumulate to a maximum of **sixty** days **as long as** they remain **on** the Occasional Teacher List
 - ii) All unused sick days shall be carried over upon conversion of employment with the Board **from** occasional teacher to that of permanent teacher.
 - iii) Unused sick days will not be paid out by the **Board** at the end of a long term occasional assignment.
- b) The Board shall also provide to Occasional Teachers in Long Term Occasional Assignments:
 - i) Up to five (**5**) days bereavement leave due to the death of a spouse, child, parent, brother, or sister.
 - ii) Up to three (3) days bereavement leave due to the death of father-in-law, mother-in-law or **grandparent**.
 - iii) Up to one (1) day bereavement leave to attend the **funeral** of a relative or friend not covered in i) or ii)
 - iv) Days **as** required for absence because of **quarantine**, jury duty or subpoena **as** a witness in any proceeding to which the teacher **is not a party** or is not one of the **persons** charged.
- c) The Director of Education or designate may extend a leave of absence granted for any of the above, for special or compassionate circumstances.

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.

ARTICLE VIII - INCLEMENT WEATHER

Schools remain open for service to students during inclement weather conditions, including such circumstances when bus service to schools is cancelled. Schools may be closed only under the sole authorization **of** the Director of Education.

For Occasional Teachers in long term assignments:

- a) No deduction of **salary** or sick leave will be **made** if weather conditions make it **impossible**, in the opinion of the Occasional Teacher in a long term assignment, to reach their assigned school. The Occasional Teacher **in** a long term assignment shall make **an** effort to reach the nearest school **within** the jurisdiction **of this** Board if they feel it **is safe** to do so.
- b) Occasional Teachers in a long term assignment are to **use** the ARCS call-in system in order to advise the Board of their absence due to inclement weather and indicate **if** they **are** at home doing school related work or if they will be working **at** the nearest Board location.

ARTICLE VIII – INCLEMENT WEATHER

- c) in the event that road and/or weather conditions improve, the Occasional Teacher in a long term assignment shall proceed to their assigned school if appropriate in relation to time and distance.
- d) It is the Board's expectation that any Occasional Teacher in a long term assignment who is unable to make it to their workplace, will be either at home doing school related work or working at their nearest Board location. Where there is clear evidence of non-compliance with any of the above, the Superintendent of Schools, in consultation with the Principal, shall determine if the day's absence shall be deducted from salary.

For Daily Occasional Teachers:

- a) It is understood that in the event of county wide bus cancellations due to inclement weather conditions, all secondary daily occasional teacher assignments will be cancelled throughout the Simcoe Muskoka region.
- b) in the event of local (by geography) bus cancellations due to inclement weather, it is understood that daily occasional teacher assignments may be cancelled for that day.
- c) in the event of teacher in-service cancellations due to inclement weather conditions, it is understood that corresponding daily occasional teacher assignments may be cancelled for that day.
- d) The Board will endeavour to make every reasonable effort to inform daily occasional teachers of cancellations due to bus cancellations and/or inclement weather conditions.
- e) Daily Occasional Teachers are required to check the ARCS system (either on-line or by telephone) prior to leaving for work to confirm whether or not their work assignment for that day is cancelled.
- f) During bus cancellations and/or inclement weather conditions only, the notice period for cancelling assignments by the Board, as noted in Article 11:06 will be adjusted as follows:
- g) Daily Occasional Teacher assignments due to bus cancellations and/or inclement weather conditions will be cancelled by 6:45 am for St. Joseph's Catholic Secondary School, St. Peter's Catholic Secondary School and St. Joan of Arc Catholic Secondary School. Daily Occasional Teacher assignments for all other schools will be cancelled by 7:30 am.
- h) Daily Occasional Teachers will not be paid for the day if assignments are cancelled except as per j) and k) below.

ARTICLE VIII – INCLEMENT WEATHER

- i) No Daily Occasional Teacher will be penalized for failing to report for an assignment he/she mistakenly believed to have been cancelled.
- j) A Daily Occasional Teacher who reports for a cancelled assignment because he/she was not able to check the ARCS system because of telephone or power outages will be paid for ½ day and re-assigned.
- k) On a school year basis, when four (4) assignments have been cancelled because of bus cancellations and/or inclement weather conditions and not rescheduled, a daily occasional teacher will be paid for one (1) day, and then one-half (1/2) day for every 2 subsequent bus/inclement weather cancellations thereafter.

ARTICLE IX - GRIEVANCE PROCEDURE

9:01 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.

9:02 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.

9:03 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.

ARTICLE VIII - GRIEVANCE PROCEDURE

- 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.

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 devance;
3. identify the redress sought;
4. include the specific clause(s) allegedly being breached.

9:04 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 IX - GRIEVANCE PROCEDURE

9:05 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.

- 9:06** 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.
- 9:07** The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.
- 9:08** The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs.
- 9:09** The arbitration board shall not have the power to change, modify, extend or amend the provisions of this agreement.
- 9:10** Each party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure, including arbitration.
- 9:11** For purposes of this Article, "days" shall mean work days. AU 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

9:12 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.

- 9:13 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.
- 9:14 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.
- 9:15 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 X - OCCASIONAL TEACHER LIST

- 10:01** The Board shall establish **an** Occasional Teachers' List for purposes of filling daily and long term ~~teaching assignments~~.
- 10:02** **Qualified** Occasional Teacher ~~candidates~~, **must** meet the requirements of the Board including those required by the Education **Act** and its regulations.
- 10:03** All Occasional Teachers **are** expected to comply with relevant legislation that requires the Board to pursue and process Criminal Background Checks and **Annual** Offense Declarations.
- 10:04** *It is* ~~the~~ **Occasional** Teacher's responsibility to register themselves into the automated call-out system in accordance with a letter issued from the Board ~~confirming~~ their conditional employment with the Board.
- 10:05** Once **an** Occasional Teacher *is* registered on the automated call-out **system** (eg: **ARCS**) they **shall** be considered.
- a) active and **an** employee of the **Board**
 - b) an Occasional Teacher of the Occasional Teachers Bargaining Unit
 - c) **on** the Occasional Teachers' List
- 10:06** Once placed on the Occasional Teachers' list, the Occasional Teacher **shall** indicate their preference for assignment **including** geographic location, specialty ~~areas~~ and ~~availability~~ for assignments.
- 10:07** ~~There shall~~ be **no** financial cost to Teachers on the Occasional Teachers' **list** in order to **maintain** their active **status** on the Occasional Teachers' List or to apply for LTO assignments/~~postings~~.
- 10:08** **If** an Occasional Teacher removes *him/herself* ~~from~~ the Occasional Teachers' **list**, he/she will be **automatically** returned to the list within one year of said removal upon notification to the Board that they wish to re-activate their **status** as **an** Occasional Teacher.
- 10:09** Except **as per** Article 7.02 & 7.03, if **an** Occasional Teacher **has** not been active for **more than** one year, they **will** be considered **as** having resigned from the **Board**
- 10:10** All Occasional **Teachers** **must** work a minimum of 15 assignments (full or half work days) **within** a full school year **period** in order to maintain their **Occasional** Teacher status.
- 10:11** Occasional Teachers on the Occasional Teachers' List **are** immediately available for **daily** assignments.

10:12 Occasional Teachers on the Occasional Teachers' List may apply for LTO positions **as** they are posted.

ARTICLE XI – DAILY OCCASIONAL TEACHING ASSIGNMENTS

11:01 All daily teaching assignments shall be offered to registered Occasional Teachers on rotation **through** the automated call out **system**.

11:02 in the event that an occasional teacher accepts **an** assignment at a school and **upon** their arrival is advised that it has been cancelled, the teacher shall be paid for **the portion** of the day the assignment entailed.

11:03 if the **Board does** not find a certified Occasional Teacher, then the **Board** may fill the position **at** its discretion.

11:04 Occasional teachers who have accepted a daily teaching assignment **are** expected to complete the assignment

11:05 in the event that an Occasional Teacher cancels three or more assignments without sufficient notice (**2** hours) or **cause** to **the** Board ,they may **be subject** to removal from the Occasional Teacher List.

11:06 If an assignment must be cancelled by the **Board**, the Occasional Teacher **shall** be given a minimum of two (**2**) hours notice prior to the start of **the** assignment.

11:07 Pre-determined daily assignments

- a) With the agreement of the Local, the **Board** may **fill** pre-determined daily assignments of three or more days with a suitable and **qualified** Occasional teacher from the Occasional Teacher's List in order to ensure consistency for students in the classroom. **Such** agreements shall not be **unreasonably** denied.
- b) Assignments such **as** replacements for Teacher-in-Charge, extended in-services or Association business shall be considered **to** be intermittent pre-determined assignments in accordance with Definition e)

ARTICLE XII – LONG TERM OCCASIONAL ASSIGNMENTS

12:01 Pre-determined LTO assignments of an expected duration of two months or longer shall be posted. Long term assignments, beginning as daily assignments and expected to last a minimum of three months shall be posted.

information provided in the posting **shall** include:

Description of the assignment
Duration and location of the assignment
Qualification requirements

12:02 Non-posted LTO assignments of a shorter duration shall be distributed in a fair and equitable manner.

12:03 The filling of LTO assignments shall be based upon experience, qualifications and satisfactory performance in previous assignments

12:04 The filling of LTO assignments shall be determined in the following order:

- a) First consideration shall be given to supernumerary or to permanent teachers who have been declared surplus or redundant. Any assignments taken by such teachers will be repaid, if possible, to the Occasional Teacher Bargaining Unit within the same school year period.
- b) Then to qualified Occasional Teachers on the priority list (Occasional Teachers who have successfully completed a previous LTO assignment which includes an evaluation) and who have applied for the assignment.
- c) Then to qualified Occasional teachers who have applied for the assignment

12:05 If the Board does not find a suitable and qualified candidate, then the Board may fill the position at its discretion.

12:06 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 XII – LONG ~~TERM~~ OCCASIONAL ASSIGNMENTS

12:07 Priority List

a) The Priority List shall include:

i) Occasional teachers who are on the list as at June 30, 2009

ii) Occasional teachers who have successfully completed a long term assignment of at least 75 days and who have received a successful evaluation.

b) These Occasional Teachers will only be removed from the Priority List if they have received two unsatisfactory performance assessments within a three year period.

12:08 Each teacher hired to a long term assignment shall receive from the Board a letter of assignment specifying the nature of the assignment, its expected duration, and salary. A copy of said letter shall be delivered to the Local president.

12:09 in the event that the Board decides to terminate a long term teaching assignment prior to the expected termination date set out in the letter of assignment, teacher shall be given a minimum of two (2) weeks notice or two (2) weeks' pay in lieu of notice.

ARTICLE XIII – EVALUATION OF OCCASIONAL TEACHERS IN LONG
~~TERM~~ ASSIGNMENT

13.01 a) The process of evaluation of Occasional Teachers in LTO assignments will be in effect September 1, 2009.

b) Evaluation will be completed for assignments of 75 working days or more.

c) Teachers new to long term assignment shall be given priority for assessment.

d) If there is a first performance assessment which is unsuccessful the Occasional Teacher will receive support and feedback in order to improve their performance.

e) If there is a second unsuccessful performance assessment within a three year period, the Occasional Teacher will meet with the Director of Human Resources to review their status.

f) If there are two successful performance assessments within a two year period, additional assessments may be done once per three year cycle.

ARTICLE XIII – EVALUATION OF OCCASIONAL TEACHERS IN LONG
TERM ASSIGNMENT

- g) Occasional Teachers who do not wish to be considered for permanent teaching assignments may choose not to participate in the assessment process.
- 13:02 First consideration for permanent positions shall be given to Occasional Teachers on the priority list.
- 13:03 Upon request in writing Occasional Teachers who have been unsuccessful in obtaining a permanent position with the Board for three consecutive years, shall be granted an interview with the Director of Human Resources to discuss their status and prospects.

ARTICLE XIV - METHOD OF PAYMENT

- 14:01 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) A Daily Occasional Teacher will be paid at a daily rate minus statutory deductions as follows:
- | | |
|-----------------------------|--|
| Effective September 1, 2008 | \$211.36 (inclusive of all vacation pay) |
| Effective September 1, 2009 | \$217.70 (inclusive of all vacation pay) |
| Effective September 1, 2010 | \$224.23 (inclusive of all vacation pay) |
| Effective September 1, 2011 | \$230.95 (inclusive of all vacation pay) |
- b) Long term occasional teaching will be paid in accordance with the salary grid, as per e) below, according to qualifications and experience.
- c) The Board shall recognize category placement of Occasional Teachers under Q.E.C.O. Program 5 (status quo)
- d) 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.
- e) The salary grid for an Occasional Teacher in long term assignment for the period September 1, 2008 to August 31, 2012 shall be the current salary grids set out in the Agreements between the Board and the Simcoe Muskoka Units (Elementary and Secondary) of the Ontario English Catholic Teachers’ Association, as appended (Appendix A, attached).

ARTICLE XIV - METHOD OF PAYMENT

14:02 Occasional teachers in long term assignment who are hired for a specific duration shall be paid as follows:

- a) Salary shall be processed on the first Friday after Labour Day should the assignment commence with the ~~start~~ of the school year.
- b) Salary shall be processed on the subsequent Friday that coincides with the regular bi-weekly pay period should the assignment commence after the start of the school year.
- c) Salary shall be paid on a bi-weekly pay period for the duration of their assignment.
- d) Salary shall be paid out at the rate of the daily average calculated over the length of the assignment.
- e) Occasional teachers in long term assignment without a specified end date, shall be paid according to placement on the salary grid averaged over 194 school days.
- f) At the completion of an assignment (as noted in either d) or e), there shall be a wage adjustment reconciliation, if required.

14:03 Occasional Teachers in long term assignment who have worked more than fifty (50) instructional days in a long term assignment shall receive a \$75 per month payment in addition to their regular wages, effective the 51st instructional day.

- a) Occasional Teachers in long-term **full** school year assignments shall receive the \$75 a month payment commencing the 51st instructional day of the assignment.
- b) Occasional Teachers who are in a long term assignment that extends beyond the 51st instructional day shall receive a monthly payment commencing the 51st instructional day of the assignment.
- c) Occasional Teachers who move consecutively from one long term assignment to another long term assignment with no break in service that extends beyond a 51st instructional day shall receive the monthly payment commencing the 51st instructional day.
- d) If there is an extended break in a long term assignment, of more than 30 instructional days, then the calculation for number of instructional days begins again at zero at the commencement of each additional assignment.

ARTICLE XIV - METHOD OF PAYMENT

- e) individual circumstances that may **arise** which are not contemplated in the aforementioned shall be discussed and considered for resolution between the parties **as mutually agreed**

ARTICLE XV - RETROACTIVITY

- 15:01 All retroactive payments shall be processed by the **second** pay period subsequent to the parties ratifying the Collective Agreement.
- 15:02 The retroactive payments above shall based on rates and **salary** as per Article 14:01.
- 15:03 No member shall be adversely affected by the retroactive adjustments.

ARTICLE XVI - ALLOWANCE FOR EXPERIENCE

- 16:01 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**) teaching days shall constitute one year of **experience** and shall be calculated into the experience placement of the **salary** scale in Article XIV.
- 16:02 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.
- 16:03 Salary adjustments **for** experience shall be made on September 1 of each year.
- 16:04 Occasional Teachers hired after September 1, shall have their experience recognized **as** of their date of hire.
- 16:05 **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. Their **anniversary** date for purposes of movement through the grid thereafter will be September 1.

ARTICLE XVI - ALLOWANCE FOR EXPERIENCE

- 16.06 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 # 2). **This** date shall become their **anniversary** date for purposes of movement **through the** grid

ARTICLE XVII - UPGRADING QUALIFICATIONS

- 17:01 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 1st, or to **the** beginning of a Long **Term** Occasional Assignment if **after** September 1st, to reflect improved **qualifications**, will **only** be effected provided that the new Statement of Evaluation is filed with the Board **by** December 31st, 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 1st of the **year of** assignment and notification of improvement of qualifications is received **after** **January 1 but prior to June 30th**, **salary** shall be retroactive to **January 1st**, or to the date at which improvement of qualifications **was** completed, whichever comes later.

ARTICLE XVIII - PROBATIONARY PERIOD - DISCIPLINE & DISCHARGE

- 18:01 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.
- 18:02 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.
- 18:03 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.
- 18:04 a) Where there is an incident involving an Occasional Teacher, the Occasional Teacher shall be provided with documentation of the incident.
- a) In the event of a disciplinary action or suspension of an Occasional Teacher, the Teacher shall be given the reason(s) **in writing**.
- c) Where an Occasional Teacher has received disciplinary action, suspension or documentation as stated above, the Board shall provide a copy to the Local.
- 18:05 Where an Occasional Teacher is requested by school or Board administration to meet regarding an incident involving the teacher on a day other than the date of the incident, the teacher will be paid for a full or half-day as appropriate should the meeting **take** place during school hours.

ARTICLE XIX - WORKING CONDITIONS

- 19:01 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.
- 19:02 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.
- 19:03 a) Occasional Teachers shall be assigned the timetable of the teacher being replaced, including scheduled and emergency supervision duties.
- b) Nothing precludes an Occasional Teacher from volunteering, without **undue** pressure or expectation from the school administration from other work during timetabled preparation time if the Occasional Teacher decides that the time is not required.
- c) An Occasional Teacher in a **daily** assignment shall not be assigned any duties prior to the commencement of **the first** day of an assignment. It is understood that if such a duty is part of the absent teacher's timetable, it may be reassigned for another during the day, providing the assignment is for a whole day.
- d) In case of emergency, the Principal may re-assign the occasional teacher to a different timetable provided **that** the new timetable contains no duties in excess of those which the Occasional Teacher initially accepted.
- e) Occasional Teachers shall be entitled to a forty (40) minute uninterrupted lunch
- 19:04 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
- 19:05 **An** Occasional Teacher in a long term assignment will be assigned **no** greater duties than would be normal for a permanent teacher within the same **period** of time.
- 19:06 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 in long term assignments shall attend Professional Development Days and shall be paid for attendance at these days.

ARTICLE XIX – WORKING CONDITIONS

- c) **For** the term of this agreement and in accordance with the PDT funding, Occasional Teachers in daily assignments, may attend two days of Board sponsored Professional Development activities with pay, per school year. They may also attend other Board sponsored Professional Activities without remuneration, provided space is available.

19:07 An Occasional Teacher who is replacing an itinerant teacher shall receive travel expenses in accordance with Board policy.

19:08 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.

19:09 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 XX: ACCESS TO INFORMATION

20:01 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.

20:02 Employment 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 employment file at the Catholic Education Center, upon prior written request to the Director of Human Resources and shall be carried out in the presence of designated Human Resources Staff. If the Occasional Teacher requests a photocopy of her/his file, the Board shall provide such copies within three (3) working days.
- 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 employment file, the Board shall provide such access and furnish copies of said file, **if** requested and so authorized
- d) There shall be only one employment file per teacher in the employ of the Board and shall be kept by the Human Resources Department at the Board Office.

ARTICLE XXI - INFORMATION TO BE PROVIDED TO THE ASSOCIATION

21:01 The Board will provide the following to the Association:

- a) The names of all Occasional Teachers **on** the Occasional Teacher list including, names, address, telephone number, OCT registration numbers.
- b) Additional information such as ARCS data, lists, shall be provided to the Union **upon** request. Such requests shall not be unreasonably denied.
- c) The names of all persons employed **on** Letters of Permission
- d) The names of those who are employed to replace teachers under the Regulation ~~298~~ Section **20**.
- e) **The** Board shall provide the Association with a list of people employed on **Long** Term Assignments beginning September 30th 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.
- f) Amended **lists** shall be provided no less than **on** a quarterly basis.

ARTICLE XXII - LABOUR MANAGEMENT COMMITTEE

- 22:01 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.
- 22:02 The Labour/Management Committee shall consist of four members appointed by the Employer and four members appointed by the Bargaining Unit.
- 22:03 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 by the **parties**.

LETTER OF UNDERSTANDING #1

RE: CRIMINAL BACKGROUND CHECKS

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: MOVEMENT THROUGH THE SALARY GRID

The following is for the purposes of calculating teaching experience for placement on the salary scale, as referred to in Articles 16.01, 16.06.

1. **Occasional Teaching experience** in a Long Term Occasional Teaching assignment will be **calculated using blocks** of twenty (20) or more consecutive full teaching days. Each Long Term Occasional assignment within a given school year, will be evaluated based on a block of 20 consecutive days equating 1 month (no decimals) of teaching experience and will be totalled for the school year. One hundred and eighty (180) teaching days shall constitute one year of experience.

For example 42 consecutive teaching days = 2 months of teaching experience
 98 consecutive teaching days = 4 months of teaching experience

2. For purposes of clarification, a Long Term contract for a full-time assignment lasting a complete semester in a secondary school, will be equivalent to 5 months of teaching experience or a half year.

3. Following is an example of movement through the salary grid:

Example

2005/2006 school year
 Full-time LTO from January 9, 2006 until June 30, 2006 = 117 days → 5 months

2006/2007 school year
 Full-time LTO from September 5, 2006 until December 1, 2006 = 41 days → 2 months

Half-time LTO from December 4, 2006 until June 29, 2007 = 65.5 days → 3 months

Experience	Grid Placement	Experience earned
As of September 1, 2006	September 1, 2006	06/07
.5 (5 months)	Step 1 – One year	.5 (5 months)

Experience	Grid Placement	Experience earned
As of September 1, 2007	September 1, 2007	07/08
1.0 (1 year)	Step 1 – One year	.4 (4 months)

Experience	Grid Placement
As of September 1, 2008	September 1, 2008
1.4 (1 year & 4 months)	Step 1 – One year

As of September 1, 2008, the total experience earned for this Teacher is 1 year and 4 months which equates to a placement at Step 1 when rounding down to the nearest full year, as stipulated in Article 16.06

LETTER OF UNDERSTANDING #3

RE: PERFORMANCEASSESSMENT

The parties agree to meet through Labour Management Committee meetings to review and consult ~~with~~ regard to appropriate performance management system(s) for Occasional Teachers.

Any performance appraisal or evaluation tool that will **be** developed by **the Board**, by mutual agreement between ~~the two parties~~, during the life of **this** Collective agreement **as** part of a performance management system will comply **with the** following principles:

- To provide occasional teachers on long-term assignments exceeding **75** working **days or more** with clear statements **about** their level of performance
- Management **staff (Principals, Vice-Principals)** **are** solely responsible for the performance appraisal/evaluation of occasional teachers. No member of any OECTA bargaining unit shall participate in the performance appraisal/evaluation
- Co-curricular activities shall be excluded **from** the scope of **the** performance appraisal/evaluation
- The performance appraisal/evaluation plan shall not exceed **the** requirements and 'look-fors' (if applicable) **as** prescribed by Regulation 99/02 and the Teacher performance Appraisal Manual

LETTER OF UNDERSTANDING # 4

RE: BUSINESS AND TECHNOLOGICAL EXPERIENCE ALLOWANCE

Those teachers within the Occasional Teacher panel and are assigned to a business or technological studies placement will be paid an allowance based on the number of years of work related experience within their field. These teachers shall be credited for placement on the salary grid on the basis of one full year of teaching experience for each full year of related approved experience. The maximum number of years to be credited for the purpose of placement on the teacher salary grid will be five (5) but will not be used to exceed the maximum of the teacher's grid category.

1. The work related experience for calculation purpose, means the years beyond the number required to enter an Ontario Faculty of Education.
2. The work related experience placement will be approved by the Director of Education or Designate.
3. Teachers must submit their request for evaluation and placement under this clause within one month of their first day of work as a Teacher.

LETTER OF UNDERSTANDING # 5

RE: ALLOWANCES

The Board and the Association agree that should any Occasional Teacher in a Long Term Assignment occupy the position of Coordinator or Consultant, that the Teacher will receive the allowance stipulated for that position in Article 11:09 of the Elementary Collective Agreement, or Article 8:07 of the Secondary Collective Agreement.

LETTER OF UNDERSTANDING # 6

RE: BENEFITS PARTICIPATION

Subject to the terms of the PDT, prior to January 2010, the parties agree to meet to pursue the possibility of providing access to a Group Health Benefits plans for Long Term Occasional Teachers in pre-determined assignments of one school year, at the member's own cost.

It is understood that, should access to **this** plan be provided, Long Term Occasional Teachers current monthly subsidy in lieu of benefits will be applied to the cost of providing such a plan.

This plan shall not be construed as an intention or obligation on the part of the Board to pay or provide the Benefits under any such group plan to any Occasional Teacher should the insurer fail or refuse to provide the Same in whole or in part.

LETTER OF UNDERSTANDING #7

RE: PDT FUNDS ALLOCATION

The parties agree that the PDT funds for benefits and working conditions are allocated for Definition 1, d) and Articles 14:03 (a) and 19.06 (c). The parties agree to meet annually, to discuss the allocation of any remaining funds from the above.

LETTER OF UNDERSTANDING #8

RE: PARTIAL DAY ASSIGNMENTS

Elementary

Daily Occasional Teachers shall receive a minimum of one-half ($1/2$) day's pay. If the assignment extends beyond the mid-point of the instructional day, they will receive a full day's pay, however, in such cases, the Occasional Teacher will be required to remain at the school for the entire school day and will be assigned accordingly. For purposes of clarity, a half-day constitutes 150 minutes, exclusive of the 15 minutes prior to the start of the assignment.

Secondary

Daily Occasional Teachers who are required to work in a secondary school shall be paid in accordance with the following:

- i) Less than two periods will be paid .5 FTE day and will be assigned accordingly.
- ii) Two periods and no more than one half ($1/2$) period on-call assigned in an adjoining period will be paid 0.6667 FTE day.
- iii) Three periods and no more than one-half ($1/2$) period on-call will be paid 1.0 FTE day.

Occasional Teachers are not to be paid for more than a full-day's work for any given day worked as a Daily Occasional Teacher.

LETTER OF UNDERSTANDING # 9

RE: SUPERVISION

All School based staff have a role to play in school supervision which is essential in maintaining a safe school environment.

All Occasional teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day, and Occasional teachers in an elementary assignment, shall be available to students in their classroom five minutes prior to the first scheduled class in the afternoon **as** per Reg. 298 sec. 20(d) and current practice. Such time shall not be constituted **as** supervision or instructional time.

LETTER OF UNDERSTANDING # 10

RE: POSTING OF DAILY ASSIGNMENTS START TIMES

The Local and the Board agree to meet to establish standard routines for the posting of assignment start and end times of daily assignments before April 30, 2009.

LETTER OF UNDERSTANDING # 11

RE: POSTING OF VACANT PERMANENT POSITIONS

All vacant permanent positions which remain **after** the internal transfer processes of the Elementary and Secondary Bargaining Units have been completed will be posted in a manner **similar** to that for long term occasional assignments. Posted positions will **be** offered to occasional teachers on the priority list who have applied provided that they meet the requirements **as** posted for the position

LETTER OF UNDERSTANDING # 12

RE: PDT PROFESSIONAL DEVELOPMENT

The Association shall have representation on the Joint Professional Development Committee - Elementary and Secondary (the "PD Committee") that will be established by January 2010. Until such time **as** the PD Committee is formed, Professional Development concerns will be discussed at LMC.

APPENDIX A

SALARY GRIDS

A. Effective September 1, 2008

Yrs. Exp.	A0	A1	A2	A3	A4
0	\$37,862	\$41,155	\$43,578	\$46,906	\$50,185
1	\$40,197	\$43,692	\$46,698	\$49,864	\$53,494
2	\$42,634	\$46,342	\$49,525	\$52,850	\$56,802
3	\$45,084	\$49,004	\$52,657	\$55,806	\$60,112
4	\$47,527	\$51,661	\$55,493	\$58,784	\$63,421
5	\$49,963	\$54,308	\$58,689	\$61,741	\$66,731
6	\$52,408	\$56,966	\$61,376	\$64,721	\$70,039
7	\$54,841	\$59,608	\$64,581	\$67,675	\$73,348
8	\$57,292	\$62,274	\$67,407	\$70,665	\$76,658
9	\$59,742	\$64,936	\$69,940	\$73,624	\$79,967
10 Penultimate	\$63,119	\$68,610	\$73,996	\$76,600	\$83,276
11 Ultimate	\$65,179			\$80,770	\$86,614

B. Effective September 1, 2009:

Yrs. EXP-	A0	A1	A2	A3	A4
0	\$38,998	\$42,389	\$44,886	\$48,313	\$51,690
1	\$41,403	\$45,002	\$48,099	\$51,360	\$55,099
2	\$43,913	\$47,732	\$51,011	\$54,436	\$58,507
3	\$46,437	\$50,474	\$54,236	\$57,481	\$61,915
4	\$48,953	\$53,211	\$57,158	\$60,548	\$65,324
5	\$51,462	\$55,937	\$60,450	\$63,594	\$68,733
6	\$53,981	\$58,675	\$63,217	\$66,663	\$72,140
7	\$56,487	\$61,396	\$66,518	\$69,705	\$75,549
8	\$59,010	\$64,142	\$69,430	\$72,785	\$78,957
9	\$61,534	\$66,884	\$72,038	\$75,833	\$82,366
10 Penultimate	\$65,013	\$70,669	\$76,216	\$78,898	\$85,774
11 Ultimate	\$67,135			\$83,193	\$89,212

C. Effective September 1, 2010:

<u>Yrs.</u> Exp.	A0	AI	A2	A3	A4
0	\$40,168	\$43,661	\$46,232	\$49,763	\$53,241
1	\$42,645	\$46,352	\$49,542	\$52,901	\$56,752
2	\$45,230	\$49,164	\$52,542	\$56,069	\$60,262
3	\$47,830	\$51,989	\$55,863	\$59,205	\$63,773
4	\$50,422	\$54,807	\$58,873	\$62,364	\$67,284
5	\$53,006	\$57,615	\$62,264	\$65,501	\$70,795
6	\$55,600	\$60,435	\$65,113	\$68,663	\$74,304
7	\$58,181	\$63,238	\$68,514	\$71,797	\$77,815
8	\$60,781	\$66,066	\$71,512	\$74,969	\$81,326
9	\$63,380	\$68,891	\$74,199	\$78,108	\$84,837
10 Penultimate	\$66,963	\$72,789	\$78,503	\$81,265	\$88,347
11 Ultimate	\$69,149			\$85,688	\$91,889

D. Effective September 1, 2011:

<u>Yrs.</u> Exp.	A0	AI	A2	A3	A4
0	\$41,373	\$44,971	\$47,619	\$51,256	\$54,838
1	\$43,924	\$47,743	\$51,028	\$54,488	\$58,454
2	\$46,587	\$50,639	\$54,118	\$57,751	\$62,070
3	\$49,265	\$53,548	\$57,539	\$60,981	\$65,686
4	\$51,934	\$56,451	\$60,639	\$64,235	\$69,302
5	\$54,596	\$59,344	\$64,131	\$67,466	\$72,918
6	\$57,268	\$62,249	\$67,067	\$70,722	\$76,533
7	\$59,927	\$65,135	\$70,569	\$73,950	\$80,150
8	\$62,604	\$68,048	\$73,658	\$77,218	\$83,766
9	\$65,282	\$70,958	\$76,425	\$80,451	\$87,382
10 Penultimate	\$68,972	\$74,972	\$80,858	\$83,703	\$90,997
11 Ultimate	\$71,223			\$88,259	\$94,645

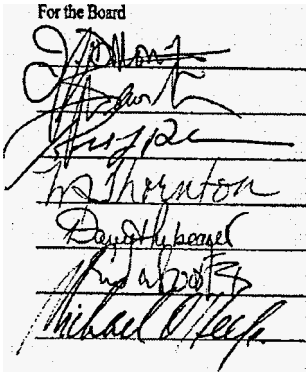
Dated at Barrie, Ontario this the _____ 17th _____ day of November 2009

SIGNED ON BEHALF OF

SIMCOE MUSKOKA CATHOLIC
DISTRICT SCHOOL BOARD

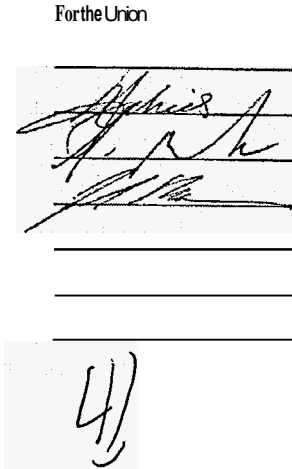
THE MEMBERS OF THE SIMCOE
MUSKOKA OCCASIONAL
TEACHERS LOCAL OF THE
ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION

For the Board



Handwritten signatures for the Board on lined paper. The signatures are: William, [unclear], [unclear], [unclear], David [unclear], [unclear], and Michael [unclear].

For the Union



Handwritten signatures for the Union on lined paper. The signatures are: [unclear], [unclear], [unclear], and a large handwritten number '4' in a box.