

COLLECTIVE AGREEMENT

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

hereinafter referred to as "the board"

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

District 17 (Simcoe)

(Occasional Teachers' Bargaining Unit)

hereinafter referred to as "the Bargaining Unit"

September 1, 2014 until August 31, 2017

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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, hereinafter referred to as the "Collective Agreement" or the "Agreement," to set forth certain of the conditions of employment agreed to between the parties.

ARTICLE 2 - RECOGNITION

- 2.01 The Simcoe County District School Board, hereinafter referred to as "the board", recognizes the Ontario Secondary Teachers' Federation, District 17 (Simcoe), Unit", as the exclusive bargaining agent for all occasional teachers employed by the Simcoe County District School Board in its secondary schools.
- 2.02 No person working as a full-time permanent teacher shall be covered by this Agreement while so working. However, a person who is employed as a part-time permanent teacher with the board and who is accepted by the board for additional employment as an occasional teacher, shall be covered by this Agreement in respect of such occasional teaching employment.

ARTICLE 3 - TERM OF AGREEMENT

- 3.01 This Agreement shall be in effect from September 1, 2014 and shall remain in effect until August 31, 2017, and from year to year thereafter, unless either party notifies the other party in writing as to its desire to renew the Agreement with or without modifications, pursuant to Section 59.1 of the Ontario Labour Relations Act.

ARTICLE 4 - DEFINITIONS

- 4.01 "Bargaining Unit" means the OSSTF District 17 (Simcoe) Occasional Teachers' Bargaining Unit which represents every Part X.1 teacher who is employed by the board as an occasional teacher and who is on the board's list of occasional teachers who may be assigned to a secondary school.
- 4.02 "Board" means the Simcoe County District School Board.
- 4.03 "Casual Occasional Teacher" means all other occasional teachers not covered by the definition in 4.04.
- 4.04 "Long-term Occasional Teacher" means an occasional teacher who is employed for a period of ten (10) or more consecutive instructional days as the replacement for the same teacher, at which time the occasional teacher shall be placed retroactively on the salary grid according to qualifications and experience.
- 4.05 "Days" shall mean school days.
- 4.06 "List" means the Occasional Teachers' List as outlined in Article 12.
- 4.07 "Lockout" means the closing of a place of employment, a suspension of work or a refusal by the board to continue to employ a number of occasional teachers, with a view to compel or induce the occasional teachers, or to aid another employer to

compel or induce that employer's employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the board, the trade union, or the occasional teachers.

- 4.08 "Occasional Teacher" means a teacher who is employed by the board to teach as a substitute for any teacher who is, or was, employed by the board in a position that is part of the regular teaching staff including continuing education teachers.
- 4.09 "Strike" means a cessation of work, a refusal to work or to continue to work by occasional teachers in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of occasional teachers designed to restrict or limit output.
- 4.10 "Teacher" means a member in good standing with the Ontario College of Teachers.
- 4.11 "Emergency" is defined as an unforeseen circumstance arising during the day.
- 4.12 "Emergency Teacher Replacement Duty" is defined as an unforeseen circumstance arising during the day where a teacher is required to perform the duties of another teacher.
- 4.13 "Instructional Day" means a school day that is designated as an instructional day on a school calendar.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The board and the Bargaining Unit agree that there shall be no strike or lockout during the term of this Collective Agreement.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.01 An occasional teacher new to the board's List, who has not previously completed satisfactorily a probationary period as a contract teacher with the Simcoe County District School Board, shall serve a probationary period of sixty (60) teaching days in the secondary panel (OSSTF).
- 6.02 The probationary period as defined in 6.01 will not be considered complete until the occasional teacher has had his/her probationary report signed off satisfactorily.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The right to manage and conduct the business of the board is vested with the board and its administration, save and except to the extent specifically modified by a provision of this Agreement. Without limiting the foregoing, the board's rights shall include the right to hire, assign, evaluate, promote and transfer occasional teachers, including the assessment of requirements and qualifications for assignment; the right and responsibility to demote, discipline, suspend or discharge occasional teachers only for just cause; the right to release probationary occasional teachers; the right and responsibility to approve the services and courses to be provided and to alter, eliminate, establish or change

services, courses and objectives; the right to determine the programs and activities offered by the schools; the right to determine job content and functions to be performed; the right to approve the number of students to be allocated to a program, class size, subjects to be taught, the designation or establishment of organizational units; the right to select persons for positions of responsibility; the right to determine the hours of school, the school year, the holidays to be observed; the right to make, change and enforce reasonable rules and regulations and all other such aspects of the board's jurisdiction as in the legislation and regulations pertaining to education and labour in the Province of Ontario.

The board retains those management rights not limited by this Collective Agreement.

7.02 The rights referred to in Article 7.01 shall be exercised subject to the provisions of the Collective Agreement.

ARTICLE 8 - COMMITTEES

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

(b) Occasional teachers serving on the Collective Bargaining Committee shall receive salary for a total maximum of twenty-four (24) days spent negotiating with the board's negotiating committee prior to conciliation, provided the time involved interrupts a planned teaching assignment or a

(c) call to teach on the day of negotiations.

8.02 A Teacher-Board Liaison Committee shall be established to provide a forum for exchange of ideas concerning issues of common interest. The committee shall consist of a minimum of two (2) members of the Bargaining Unit and a minimum of two (2) members of the Simcoe County District School Board administration. The Committee will meet on a mutually agreed to date, at the request of either party.

ARTICLE 9 - UNION MEMBERSHIP AND DUES CHECK OFF

9.01 All occasional teachers shall, as a condition of employment, pay Bargaining Unit dues in accordance with Section 47 of the Ontario Labour Relations Act, and are automatically members of the Bargaining Unit.

9.02 The board shall deduct from every salary payment to an occasional teacher bargaining unit dues as follows:

(a) the percentage authorized by provincial OSSTF in official correspondence to the board, such dues to be forwarded to the provincial organization; and

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

In the event that no correspondence is received by the board by July 31st, the board

will assume that the percentages in (a) and (b) will remain unchanged and they will proceed with the collection and forwarding of the respective dues commencing at the beginning of the school year.

- 9.03 Dues deducted in accordance with Article 9.02 (a) shall be remitted to the Treasurer of Ontario Secondary School Teachers' Federation, 60 Mobile Drive, Toronto, M4A 2P3 within 30 days of the dues being deducted. The payment shall be accompanied by a Dues Submission List showing the employees' names, current earnings, year to date earnings, current amount deducted and the last pay received identifier.

A copy of each Dues Submission List submitted to the Ontario Secondary School Teachers' Federation shall be forwarded to the President of the Bargaining Unit.

Ontario Secondary School Teachers' Federation District 17 (Occasional Teachers' Bargaining Unit) 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, fees and levies by the board pursuant to the Article.

- 9.04 The levy deducted in accordance with Article 9.02 (b) shall be remitted to the Treasurer of the Bargaining Unit in the month following receipt of the dues.

- 9.05 The board agrees to inform each new occasional teacher that a collective agreement is in effect and that it is available on the board's staff website. The Union agrees to post the Collective Agreement on the bargaining unit's website for all occasional teachers to access.

- 9.06 The board agrees when requested to electronically provide monthly, to the district office of OSSTF:

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

The board may, during the term of the Collective Agreement, discontinue the publication of the List specified in this Article and Article 12.02 by providing the information specified in 9.06(a) and/or (b) and 12.02 to the District 17 office in a manner that is acceptable to the Bargaining Unit.

- 9.07 The Collective Agreement will be posted on the staff website.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

- 10.01 No teacher shall be discharged or disciplined in any way without just cause. Such cause shall be provided to the teacher, in writing, within five (5) working days from the time the teacher is informed of the discharge or discipline.

- 10.02 (a) Prior to the imposition of any discipline or discharge, there shall be a meeting held between the teacher and a board representative to discuss the matter in the presence of, and with the assistance of, OSSTF representation as determined by the local Bargaining Unit President.

- (b) The Union representative shall be available for such meeting within a reasonable

period of time.

- 10.03 Notwithstanding Article 10.01, the board may discharge probationary occasional teachers at its discretion, provided such discretion is not exercised in a manner that is arbitrary, discriminatory or in bad faith.
- 10.04 A teacher whose membership in the Ontario College of Teachers is not in good standing will be terminated and his/her name will be removed from the List. Should the teacher's membership in the College be renewed within twenty (20) days, the teacher will be returned to the List at the earliest opportunity.
- 10.05 (a) At the request of the occasional teacher, documents contained in an occasional teacher's personnel file which are disciplinary shall be removed once a period of five (5) years has elapsed following the imposition of the discipline, provided there has been no further disciplinary action taken against the employee during that intervening period.
- (b) Notwithstanding Article 10.05 (a), performance evaluations and documents related to investigations or disciplinary action in cases of harassment or abuse, or in matters for which there is a statutory requirement for retention, shall not be removed.
- (c) Disciplinary documents removed from an employee's personnel file in accordance with this Article shall not be used against the employee.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is mutually agreed that it is the spirit and intent of this Agreement to settle, in orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement.
- 11.02 Definitions
- (a) A "grievance" shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) "Days" shall mean instructional days as per the Education Act.
- 11.03 Types of Grievances
- (a) Individual grievance: a grievance relating to a particular teacher, launched by the Bargaining Unit on behalf of that teacher if requested to do so in writing by the teacher. The relief sought in the grievance shall relate to that person only.
- (b) Group grievance: a grievance relating to a listed group of teachers, launched by the Bargaining Unit on behalf of those teachers if requested to do so in writing by those teachers. The relief sought in the grievance shall relate only to those listed teachers.
- (c) Policy grievance: a grievance concerning an alleged violation of the Agreement

which could not be grieved as either an individual or a group grievance, launched by the Bargaining Unit on behalf of its members.

- (d) Board grievance: a grievance concerning an alleged violation of the Agreement by the Bargaining Unit.

11.04 Informal Stage

Any dispute, to be recognized as either an individual or group grievance, must first be discussed between the occasional teacher and his/her supervisor within ten (10) school days of the day the teacher became aware of the circumstances giving rise to the grievance. The supervisor shall respond to the occasional teacher within ten (10) days of this discussion. If the occasional teacher is unable to resolve the dispute by informal discussion, the Bargaining Unit may file a formal grievance at Step One.

11.05 Step One

If the dispute is not settled on the basis of the informal discussion as set out in Article 11.05, the Bargaining Unit shall submit a formal grievance notice in writing to the Superintendent of Human Resource Services, or designate, within ten (10) days of receipt by the teacher(s) of the response of the principal(s) or supervisor(s).

The formal grievance notice shall set out the facts of the grievance together with the provisions of this Collective Agreement alleged to have been violated.

The Superintendent of Human Resource Services, or designate, shall provide a written answer within ten (10) days of receipt of the formal grievance.

11.06 Step Two

If the grievance is not settled on the basis of the answer given in Step One, the Bargaining Unit shall, within ten (10) days of receipt of the Step One answer, notify the Superintendent of Human Resource Services, or designate, in writing, that a meeting with the Director of Education, or designate, is requested.

The Director of Education shall meet with up to three (3) members of the Bargaining Unit and up to three (3) members of administration within ten (10) days of receipt of the notice or as may be mutually agreed after that date.

The Director of Education, or designate, shall provide a written answer within ten (10) days of the date of the meeting.

11.07 Step Three

If the grievance is not settled on the basis of the answer given in Step Two, the Bargaining Unit may, within ten (10) days of the receipt of the Step Two answer, notify the Director of Education, in writing, of its desire to submit the grievance to arbitration.

The board and the Bargaining Unit agree that matters to be arbitrated will be submitted to an arbitrator, or a Board of Arbitration may be chosen with the agreement of both parties, in accordance with Section 48 of the Labour Relations Act.

11.08 (a) Single Arbitrator Option

The parties shall appoint a person to act as an arbitrator. If the Parties are unable to agree upon the appointment of an arbitrator within ten (10) days after the notice is given, the arbitrator shall be appointed by the Minister of Labour for Ontario at the request of either party. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The Arbitrator's decision is final and binding upon the parties.

(b) Board of Arbitration Option

The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Bargaining Unit, and a third person to act as Chairperson chosen by the other two members of the Board. Should the two appointees fail to agree on a third person within seven (7) days of the notification mentioned at Step Three, the Minister of Labour for the Province of Ontario will be asked to appoint an impartial chairperson. The Board of Arbitration shall hear and determine the difference or allegation and shall issue a decision. The Board of Arbitration's decision is final and binding upon the parties.

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

11.10 Each party shall bear, at its own expense, the cost of counsel and its own witnesses or advisors at each step of the grievance procedure.

(a) In the case of a Single Arbitrator, each party shall pay one-half of the remuneration and expenses of the Arbitrator.

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

11.11 The parties mutually agree that the Arbitrator or the Board of Arbitration has the authority to compel witnesses to attend and give evidence.

Throughout all stages of the grievance procedure, the parties may have the assistance of teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.

11.12 All time limits fixed herein for the grievance procedure may be extended only upon the written consent of the parties.

ARTICLE 12 - OCCASIONAL TEACHERS' LIST

12.01 An occasional teacher for the purpose of this Article is a teacher who has been certified to teach by the Ontario College of Teachers and who has a current Certificate of Qualification and is in good standing.

12.02 (a) The board will maintain a Supply List of active occasional teachers with a maximum (CAP) of 30% of the number of permanent secondary teachers employed by the board. An active occasional teacher is available to accept daily

casual assignments and is not in a full time long-term assignment or other board assignment and not on a statutory or board approved leave.

- (b) The board may exceed the numbers on the List specified in Article 12.02 (a) when, in its opinion, a need is identified. This will be done in consultation with the Bargaining Unit.
 - (c) An occasional teacher who fails to identify their unavailability in SCARRI will receive a written warning. An occasional teacher who repeatedly fails to identify their unavailability in SCARRI will be removed from the list.
 - (d) The board may temporarily add an occasional teacher to the List when an "active" teacher becomes listed as "inactive" by virtue of accepting an extended occasional teaching assignment or by otherwise removing his/her name temporarily from the List. At the completion of the assignment or a return to the List, the board will resume compliance with the cap through natural attrition.
 - (e) The board shall make available monthly on-line to the authorized agent of OSSTF a report of the Supply List comprising members of the Bargaining Unit who are available for occasional teaching assignments in the secondary schools, including the names of those individuals who have been added or deleted from the List.
 - (f) Where an occasional teacher requests, in writing, that his/her name be permanently removed from the List, it will be removed as soon as operationally possible.
 - (g) The board may fill a vacancy that is anticipated to be a long-term vacancy with an occasional teacher who is not on the List defined in this Article.
 - (h) The Supply List will be reviewed as needed.
 - (i) Any concerns with the Supply List may be brought to the Teacher-Board Liaison Committee.
- 12.03
- (a) An occasional teacher on the List who does not work a minimum of ten (10) assignment days per semester will be removed from the List. The President and Chief Negotiator shall be exempted from this requirement but they will also not be considered part of the cap in Article 12.02(a)
 - (b) Occasional teachers who do not work any assignment days during a complete school year will be removed from the List unless on an approved leave.
 - (c) A half-day counts as one assignment.
 - (d) Occasional teachers on the List who decline full day assignments or hang up on more than fifteen (15) of the SCARRI calls per semester that they receive for which they are qualified, and do not accept another assignment for that same day, may be removed from the List.
 - (e) Occasional teachers who are available for work fewer than five (5) full days per week will be pro-rated when determining the numbers specified in Article 12.02 (a).

- (f) Occasional teachers are not permitted to cancel an assignment on the same day as the assignment and subsequently accept another assignment on that day from the board.
- (g) An occasional teacher may request two times only (except in exceptional circumstances and at the sole discretion of the Superintendent of Human Resource Services) during his/her employment, to be temporarily removed from the Supply List if he/she expects to be unable to meet the minimum work requirement that school year. At the completion of that school year, the occasional teacher will be returned to the Supply List.

The teacher is required to request the leave in writing no later than June 1 for leaves starting the following September and January 1 for leaves starting at the beginning of Semester II of that school year. Teachers will still be required to work their pro-rated number of assignments leading up to their requested leave.

The application for a leave of absence will include reasons and details regarding the purpose of the proposed leave. All other requests will be reviewed on a case by case basis, effective date of receipt.

- (h) An occasional teacher who is not able to meet the minimum work commitment outlined in this Article due to a statutory or board approved leave must submit a letter requesting temporary removal from the Supply List for up to a maximum of one (1) year, along with supporting documentation. Upon notification to the board of his/her ability to return to work, he/she will be returned to the Supply List. The union recognizes the cap may be pierced through this process, but will be reduced through natural attrition.

It is the occasional teacher's responsibility to make themselves unavailable in SCARRI for the duration of their leave. The occasional teacher is also responsible to ensure that they reactivate their SCARRI profile upon their return in accordance with 12.04 (b).

- (i) An occasional teacher who is removed from the supply list due to failing to meet the requirements in the Collective Agreement may apply in writing to the Manager of Human Resources describing the exceptional circumstances which lead to them not fulfilling their obligations. Such reinstatement shall not be unreasonably denied. The Manager of Human Resources may at his or her discretion decide to reinstate the occasional teacher to the supply list.

12.04 (a) It is understood that the Dispatch Calling System is programmed to call at predetermined hours of the day. The board, in consultation with the Bargaining Unit, may change such times as required to meet the needs of the schools.

- (b) It is the responsibility of an occasional teacher to notify the System if he/she is temporarily unavailable for work. Once the System is so notified, it will not call an occasional teacher for assignment during the period of unavailability. This applies to occasional teachers who are not available to work daily and includes those in long-term assignments, on approved leaves, working in continuing education, or in a partial contract.

- (c) The board may use uncertified people in order to meet its needs when the Dispatch System has been unable to fill the job. A call-out may be stopped once the start of the assignment has begun.
- (d) The Bargaining Unit and the occasional teachers will accept the integrity of the System used to fill vacant positions. Uncertified teachers will not be contacted unless there are no certified teachers available.

ARTICLE 13 - EMPLOYEE BENEFITS

13.01 Sick Leave

- (a) Accumulated sick leave days may not be used if an occasional teacher cannot commence an assignment. Accumulated sick leave days cannot be carried forward to subsequent school years.
- (b) In the case of personal illness, the board may require a certificate acceptable to the board from a qualified medical practitioner prior to the payment of wages through the utilization of sick leave credits.
- (c) An occasional teacher who is unable to report to work must report such absence to the board in a manner determined by the board.
- (d) An occasional teacher who is unable to report to work on the day of the assignment as a result of an unforeseen circumstance "emergency" must immediately cancel the assignment in SCARRI as well as advise the school. The board may request reasonable documentation to support the cancelled assignment.

ARTICLE 14 - LEAVES

14.01 With the prior approval of the Principal, a long-term occasional teacher may utilize allocated absence credits to cover the following absences which occur during an assignment:

- (a) serious accident or illness in the immediate family for a maximum of two (2) days on any one occasion; immediate family to include spouse, children, mother, father;
- (b) bereavement leave for a maximum of three (3) days for spouse, children, mother, father, siblings and grandparents;
- (c) jury duty where the long-term occasional teacher must be absent from an assignment by reason of a summons to serve as a juror, or a subpoena as a crown witness in any proceedings to which he/she is not a party or one of the persons charged. Payment shall be the difference between normal earnings and the fees received as a juror or as a witness.

14.02 Inclement Weather

- (a) All daily occasional teacher assignments will be cancelled in the zones where buses are cancelled due to inclement weather. All occasional teachers are expected to check the media outlets regarding bus cancellations. Daily occasional teachers will not be paid for the day if assignments are cancelled due to inclement weather. Principals may call in an occasional teacher for individual programs if

necessary.

- (b) In the event that a long-term occasional teacher cannot report to work due to extreme weather conditions and has notified the principal of such, on the recommendation of the principal, the long-term occasional teacher may, after the twentieth (20th) day of each assignment, utilize allocated absence credit in order to avoid loss of salary for the day.
- (c) An unpaid absence due to extreme weather conditions will not count towards an occasional teacher's ten-day assignment; however, it will also not interrupt the continuity of the assignment.

ARTICLE 15 - SALARY

- 15.01 Upon receipt in Human Resources, a long-term occasional teacher who holds an OSSTF Rating Statement shall be paid according to the corresponding salary group on the current salary schedule of the Collective Agreement between the Simcoe County District School Board and OSSTF District 17 (Simcoe), Teachers' Bargaining Unit, with experience as recognized under Articles 15.05 and 15.06 of this Collective Agreement.
- 15.02 A long-term occasional teacher who holds a current Ontario College of Teachers Certificate of Qualification but who does not hold an OSSTF Rating Statement shall be paid at Category IV of the salary schedule of the Collective Agreement between the Simcoe County District School Board and OSSTF District 17 (Simcoe), Teachers' Bargaining Unit, with experience as recognized under Articles 15.05 and 15.06 of this Collective Agreement.
- 15.03 The placement of a long-term occasional teacher in his/her respective Group shall be determined in accordance with Article 12.01 in the collective agreement between the board and the Union representing the board's permanent secondary teachers. These Certification Rating Statements are the only statements acceptable for verification of placement. Any changes to the current OSSTF Certification Plan must be approved by the board and the Bargaining Unit for recognition by the board in teacher Group placement.

Category determination: Group 1 - Category IV
 Group 2 - Category V
 Group 3 - Category VI
 Group 4 - Category VII
- 15.04 A long-term occasional teacher who has completed all of the course work and qualifies for a change in category prior to the first day of September and submits a copy of the application for category change on or before November 30 of that year will have the salary adjustment retroactive to the first day of September of that year providing the rating statement is submitted before June 30 of that school year.
- 15.05 (a) A long-term occasional teacher's placement on the basic salary schedule shall be determined by the total number of years of elementary and secondary school teaching experience in Canada in a permanent or a long-term occasional position. Effective September 1, 2015, continuing education teaching experience with any Ontario School Board will be recognized on a 1:1 basis and the individual will be placed accordingly on the salary grid.

One (1) year of continuing education service and experience shall equal to teaching six hundred and sixty (660) hours of continuing education credit courses. Less than six hundred and sixty (660) hours of continuing education credit courses shall be prorated. In any one school year, no teacher shall accumulate service exceeding one (1) full year.

Part-time teaching experience shall be pro-rated. Teaching experience in schools located outside Canada may be accepted at the discretion of the Superintendent of Human Resource Services.

- (c) Teaching experience on a long-term occasional assignment shall be credited on the basis of one month equals .1 of a school year (20 days).
 - (c) Teaching experience shall be calculated to the nearest full year (5 complete teaching months or more shall be taken to the next full year).
 - (d) Experience credits recognized in accordance with Articles 16.05 (a), (b) and (c) shall be based on experience earned to September 1 of the current school year and must be supported by documentation acceptable to the board. Experience will not be recognized prior to the receipt of such documentation.
 - (e) Upon receipt of documentation acceptable to the board, experience will be recognized retroactive to September 1 of the current school year.
- 15.06 (a) Any changes in a long-term occasional teacher's credited experience as a permanent teacher shall be effective the month following the month in which the board received written confirmation of that experience.
- (b) If an occasional teacher is not on long-term assignment at the time the experience is recognized, then the change will be effective on the first long-term assignment following the recognition.
- 15.07 (a) A casual occasional teacher shall be paid for each full day of employment a fraction of Group 1, Category IV, Year 0 of the permanent teachers' salary schedule, rounded to the nearest full dollar, as follows:

Effective September 1, 2014 - 1/212

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

Effective September 1, 2015:

- 1% of earned wages as a part of this bargaining unit as a lump sum payment to all members covered by the collective agreement

Effective September 1, 2016:

- 1% adjustment to the salary grids, wage schedules, and to positions of responsibility allowances

On the 98th day of the 2016 school year:

- 0.5% adjustment to the salary grids, wage schedules, and to positions of

responsibility allowances

- (b) In the event that the Elementary Teachers' Federation of Ontario (Occasional Teachers' Local – Simcoe County) negotiate a collective agreement with the Simcoe County District School Board that includes an improvement to their current fraction of 1/212 that determines their daily rate, the board and the Ontario Secondary School Teachers' Federation - District 17 (Simcoe) (Occasional Teachers' Bargaining Unit) will apply the enhancement to the fraction referred to herein at midnight on August 31, 2012. No other proposals or demands will be submitted or considered by either party in the context of this exercise.
- 15.08 Each amount paid to an occasional teacher under this Article and any applicable allowance paid under Article 17 shall be reduced by an amount equivalent to the total of vacation and statutory holiday pay to which the occasional teacher is entitled under applicable legislation. Vacation pay and statutory holiday pay shall be paid over and above the reduced basic salary. Vacation pay will be itemized on the teacher's pay stub.
- 15.09 (a) (i) A casual occasional teacher shall be paid for a full day or for one-half of a day based on the number of minutes of assigned duties. One hundred and fifty-six (156) minutes or less will be considered to be one-half day and more than one hundred and fifty-six (156) minutes will be considered a full day. No occasional teacher shall be paid any greater than 1.17 FTE per day.
- (ii) Assigned duties for pay purposes shall be restricted to the following:
- instructional duties (credit and credit equivalent programs);
 - equivalent programs;
 - special duties (library, guidance, etc.);
 - supervision duties beyond those included in equivalent programs.
- (iii) Assigned duties do not include:
- home room/announcements;
 - the time required under section 20.(d) of Regulation 298 of the Education Act.
- (b) (i) The full-time equivalency (FTE) of a long-term occasional teacher shall, for salary purposes, be calculated on a semester basis in accordance with Article 12.01 in the current collective agreement between the board and its permanent secondary school teachers.
- (ii) The full-time equivalency (FTE) of a long-term occasional teacher shall, for salary purposes, be calculated in the same manner as applies to permanent teachers.
- 15.10 (a) If an assignment is cancelled in SCARRI a minimum of seventy five (75) minutes before the start time, the occasional teacher will not be paid for the assignment. With the exception of inclement weather as stated in (14.02.a), in the event the assignment has not been cancelled in SCARRI with a minimum of seventy five (75) minutes before the start time and upon reporting to the school, the occasional teacher may be offered an alternative teacher/supervision assignment at that location. Upon acceptance the occasional teacher shall be paid for the portion of the day that the assignment entailed, which shall not be less than one-

half day.

- (b) Notwithstanding 16.10 (a), a casual occasional teacher will not be paid for a day where a school has been closed and such closure has been broadcast by the media.

- 15.11 When determining the rate of pay for a long-term occasional teacher, neither board designated PA days nor days lost due to school closures shall be considered to have interrupted the continuity of the assignment.
- 15.12 The calculation of full-time equivalency and/or a full day for pay purposes is affected by government legislation and by the terms and conditions relating to workload, as defined in the Collective Agreement between the board and its permanent secondary school teachers that is in effect on the date of the assignment. Should there be changes to required workload and to such terms and conditions governing workload in the permanent secondary teacher agreement, then such changes will be made at that time to the calculation of full-time equivalency under this Collective Agreement retroactive to the effective date of the changed terms/legislation so as to maintain the intended relationship with the permanent secondary school teachers.
- 15.13 In the event of an overpayment of any monies, the parties agree that the amount of overpayment shall be repaid to the board immediately, unless some other mutually acceptable schedule of repayment is arranged with the board.

In the event of an underpayment of any monies by the board, the parties agree that the amount of underpayment shall be paid to the teacher as soon as practical on the nearest regularly schedule pay date.

- 15.14 Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;
 - (1.) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

ARTICLE 16 - RELATED TRADE OR BUSINESS EXPERIENCE

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

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

Long-term occasional teachers who are employed at the time of ratification of the collective agreement, and who are in receipt of a related trade or business experience

allowance, will be placed on the next closest grid step that is equal to or higher than their current compensation including the existing allowance.

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

ARTICLE 17 - PAY PERIOD

- 17.01 Occasional teachers will be paid every two weeks on a schedule determined by the board.
- 17.02 Each occasional teacher shall provide to the board the name of the bank or trust company and the account number to which payment will be made by means of direct deposit.
- 17.03 For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time occasional teachers shall be deemed to have worked eight (8) hours each weekday they are employed. Part-time occasional teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

ARTICLE 18 - WORKING CONDITIONS

- 18.01 (a) A long-term occasional teacher ceases to be such upon the earliest of:
- (i) the return to teaching of the teacher being replaced; or
 - (ii) the end of the semester; or
 - (iii) the end of the school year; or
 - (iv) the written resignation of the occasional teacher; or
 - (v) the completion of the assignment as determined by the board. If the reason for the determination of completion is unusual, the board will notify the Union of the reason.

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

- (b) Notwithstanding Article 19.01 (a) (ii) and (iii), the board may extend the assignment into the next semester or into the next school year.
- 18.02 Notwithstanding Article 19.01 (b), if an occasional teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him/her shall not extend past the end of the semester in which the death occurred.
- 18.03 A long-term occasional teacher will be given a minimum of two (2) days' notice of the termination of the assignment should the teacher being replaced return prior to the anticipated date of return.
- 18.04 Normally an occasional teacher shall be assigned the timetable of the teacher being replaced including scheduled and emergency supervision duties; however, the board may, at its discretion, assign only a portion of that assignment. This article does not

restrict the board's right to assign the timetable of more than one teacher, providing the number of periods does not exceed three (3) periods, unless one of the periods is a scheduled on-call period of the absent teacher.

- 18.05 By prior appointment, an occasional teacher will have access during normal business hours to his/her board personnel file in the presence of staff from Human Resource Services. Where the employee authorizes in writing access to his/her board personnel file by another person acting on his/her behalf, the board shall provide such access by appointment as well as copies of materials contained therein if also authorized and requested.
- 18.06 School administration shall ensure that casual occasional teachers are provided with an Occasional Teacher Information Handbook, as outlined in the Board Administrative Procedures Memorandum.
- 18.07 Daily occasional teachers may be required to complete up to a maximum of four (4) full seventy-five (75) minute emergency duty periods per school year.
- 18.08 Daily occasional teachers are responsible for tracking the total number of Emergency Teacher Replacement Duties using the Occasional Teacher Emergency Record Card found on the staff website.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT

- 19.01 The board shall allocated \$2,000 (two thousand dollars) per school year to be dispersed by the OSSTF occasional teachers for the education and professional development of their members. OSSTF occasional shall report to the board on an annual basis the expenditures for the use of these funds.

ARTICLE 20 - SIGNATURES

In witness whereof, each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year written below.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

Dated at Midhurst this _____ day of _____, 2016.