

**COLLECTIVE AGREEMENT**

**Between**

**SIMCOE COUNTY DISTRICT SCHOOL BOARD**

**hereinafter referred to as "the Board"**

**and**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

**(Occasional Teachers' Local - Simcoe County)**

**hereinafter referred to as "the Union"**

**Effective September 1, 2008 to August 31, 2012**

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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 employer being the Simcoe County District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the exclusive bargaining agent for all Occasional Teachers employed by the Board in its elementary schools.

## **ARTICLE 3 - TERM OF AGREEMENT**

- 3.01 This Agreement shall be in effect from September 1, 2008 and shall remain in effect until August 31, 2012, and from year to year thereafter, unless either party notifies the other party in writing as to its desire to renew the Agreement with or without modifications, pursuant to Section 59.1 of the Ontario Labour Relations Act.

Any amendment to, or variation in, procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Board and the Union.

## **ARTICLE 4 - DEFINITIONS**

- 4.01 "Board" shall mean the Simcoe County District School Board.
- 4.02 "Long-Term Occasional Teacher" means an Occasional Teacher who is employed for a period of ten (10) or more consecutive teaching days as the replacement for the same teacher.
- 4.03 "Days" shall mean school days.
- 4.04 "Local Union" means the Simcoe County Elementary Occasional Teachers' Local.
- 4.05 "Occasional Teacher" means a qualified teacher who is a member in good standing with the Ontario College of Teachers and 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 its regular teaching staff including continuing education teachers but,

- (a) if an Occasional Teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- (b) if an Occasional Teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.

4.06 “Qualified” means an Occasional Teacher who is certified to teach as determined by the Ontario College of Teachers (OCT) and who has a current Certificate of Qualification which specifies qualifications in the respective division or subject area of the assignment and who is a member in good standing with the OCT.

4.07 “Strike” and “Lockout” shall have the same meaning as defined in the Labour Relations Act.

4.08 “Teacher” means a member in good standing with the Ontario College of Teachers.

4.09 “Union” means the Elementary Teachers' Federation of Ontario.

- 4.10 (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 school year; or
  - (iii) The written resignation of the Occasional Teacher; or
  - (iv) The completion of the assignment as determined by the Board. If the reason for the determination of completion is unusual, the Board will, upon request, discuss such reason with the Union.

The above is not an exhaustive list of when a Long-Term Occasional Teacher's assignment can end.

- (b) Notwithstanding Article 4.10 (a)(ii), the Board may extend the assignment into the next school year.
- (c) In the event the assignment of a Long-Term Occasional Teacher is terminated prior to the originally scheduled termination date, the Long-Term Occasional Teacher will be given at least two (2) days' notice of the termination.

4.11 “Simcoe County Occasional Teachers' Local Member” means a member of the Simcoe County Occasional Teachers Local who has worked as least one (1) day in a casual daily teaching assignment with the Simcoe County District School Board.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

5.01 The Board and the Union agree that there shall be no strike or lockout during the term of this Collective Agreement.

## **ARTICLE 6 - PROBATIONARY PERIOD**

- 6.01 (a) (i) An Occasional Teacher new to the Board's Occasional Teacher Supply List, who has not previously completed satisfactorily a probationary period as a teacher with the Simcoe County District School Board, shall serve a probationary period of sixty (60) teaching days in the elementary panel.
- (ii) A probationary report shall be given to a teacher who has been approved to be placed on the Occasional Teacher Supply List or has for the first time accepted a Long-Term Occasional assignment.
- (iii) The Parties recognize that the probationary process is a shared responsibility and the failure of the Board to provide the probationary report will not release the employee from his/her obligations under Article 6.01.
- (b) A Long-Term Occasional Teacher who is not on the Occasional Teacher Supply List will be considered to be on probation for (sixty) 60 teaching days, which may accumulate from different assignments. The Long-Term Occasional Teacher must comply with the requirements of the probationary process outlined in Article 6.01. Such time worked will be applied to the probationary period should the Occasional Teacher be subsequently approved for placement on the Supply List.
- (c) The probationary period as defined in 6.01(a) will not be considered complete until the Occasional Teacher has had his/her report signed off satisfactorily a minimum of eight (8) times with at least two (2) signatures within each grouping of fifteen (15) teaching days.
- (d) If the probationary report referred to in 6.01(c) contains an "unsatisfactory" report from an administrator, the probationary period will not be considered complete without the approval of the Manager of Human Resource Services.
- (e) Should the Manager of Human Resource Services not approve the completion of the probationary period, a meeting will be held in accordance with Article 7.04.

## **ARTICLE 7 - MANAGEMENT AND EMPLOYEE RIGHTS**

### 7.01 Management

- (a) 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.
- (b) The Board and the Union agree to carry out their responsibilities under this collective agreement with mutual respect in a manner that is fair, reasonable, equitable, nondiscriminatory and consistent.

- 7.02 (a) Only supervisory officers, principals or vice-principals shall formally evaluate an Occasional Teacher's competence. ETFO members shall not be requested or required to formally evaluate an Occasional Teacher's competence.
- (b) The Board, in consultation with the Union, developed a procedure for evaluations which is available on the Board's staff web-site as APM 4220 and may be periodically modified by the Board.

Notwithstanding the above:

- (i) The principal or designate shall notify the Union president prior to an Occasional Teacher receiving an unsatisfactory performance rating;
- (ii) The Occasional Teacher shall be given at least five (5) school days prior written notice of any classroom observation;

7.03 Employee

- (a) No Occasional Teacher shall be discharged or disciplined without just cause. Such cause shall be provided to the Occasional Teacher in writing, within five (5) days from the time the Occasional Teacher is informed of the discharge or discipline.
- (b) Notwithstanding 7.03(a), 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.

7.04 Prior to the imposition of any of the actions listed in 7.03, there shall be within a reasonable timeline, a meeting held between the Occasional Teacher and a Board representative to discuss the matter in the presence of and with the assistance of the Union Local President or designate. A Provincial Representative may attend at the request of the Union Local President or the Occasional Teacher.

7.05 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

7.06 The rights referred to in Article 7 shall be exercised subject to the provisions of the Collective Agreement.

7.07 Personnel Files

- (a) The personnel file pertaining to an Occasional Teacher shall be maintained in the Human Resource Services Department of the Board. The file shall be available and open to the Occasional Teacher, and to anyone authorized in writing to act on behalf of the Occasional Teacher, for inspection in the presence of an Human Resource Services Department Officer by appointment during the regular working hours of the department.
- (b) An Occasional Teacher may respond in writing to any document contained in the personnel file. Such a reply shall become part of the permanent record as long as it does not contain student information or personal information about third parties.
- (c) At the request of the Occasional Teacher, documents contained in an Occasional Teacher's personnel file which are disciplinary shall be removed after five (5) years where the employee has continued to be actively employed as an Occasional Teacher with the Board, and provided there has been no further disciplinary action taken against the employee during that intervening period.

- (d) Notwithstanding Article 7.07 (c), 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.

## **ARTICLE 8 - COMMITTEES**

- 8.01
  - (a) The Local Union shall notify the Superintendent of Human Resource Services of the names of its representatives to the negotiating committee.
  - (b) Up to four (4) Occasional Teachers serving on the Collective Bargaining Committee shall receive salary for a maximum of five (5) days spent negotiating with the Board's negotiating committee prior to conciliation, provided the time involved interrupts a planned teaching assignment or a call to teach on the day of negotiations.
- 8.02
  - (a) The Working Conditions Committee shall meet up to three (3) times during the school year, at the written request of either party, to discuss issues of common interest, which have system-wide implications, excluding grievances.
  - (b) The Committee will be composed of two (2) members of the Union and two (2) members of the Board's administration.

## **ARTICLE 9 - UNION MEMBERSHIP AND DUES CHECK OFF**

- 9.01
  - (a) The Board shall deduct union dues for every pay period for each elementary Occasional Teacher. Dues deducted in accordance with this Article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of being deducted. The Union shall inform the Board at least twenty-one (21) days prior to the change of the amount of such dues.
  - (b) The Board agrees to deduct for every pay period for each elementary Occasional Teacher, the Local Union levy as certified by the Local to be currently in effect according to the constitution and by-laws of the Local. The Local shall notify the Board in writing, no later than June 30<sup>th</sup> for the following September as to the amount of the levy currently in effect according to its constitution and by-laws.
- 9.02 The payments in Article 9.01 shall be accompanied by a Dues Submission List showing the employee's name, current earnings, year to date earnings, current amount deducted, year to date amount deducted and the last pay received identifier.

A copy of each Dues Submission List submitted to the Union shall be forwarded to the President of the Local Union.

- 9.03 The Union agrees to indemnify and save harmless the Board in respect of all claims, suits, actions, causes of actions, and from any form of liability which may arise as a result of deduction or failure to deduct dues provided for herein.
- 9.04 The Statement of Remuneration (T-4 income tax slip) provided each year by the Board shall indicate the amount of union dues paid by each Occasional Teacher during the previous year.
- 9.05 The Board shall provide to the Union on request, a letter stating the total number of days of elementary casual and Long-Term Occasional teaching days for the previous school year.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 It is mutually agreed that it is the spirit and intent of the Agreement to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of the Agreement.
- 10.02 Types of Grievances
- (a) Individual Grievance: A grievance relating to a particular Occasional Teacher, launched by the Union on behalf of that Occasional Teacher. The relief sought in the grievance shall relate to that person only.
  - (b) Group Grievance: A grievance relating to a listed group of Occasional Teachers, launched by the Union on behalf of those Occasional Teachers. The relief sought in the grievance shall relate to those listed Occasional Teachers.
  - (c) Policy Grievance: A grievance concerning an alleged violation of this Collective Agreement, which could not be grieved as either an individual or group grievance, launched by the Union on behalf of its members. A Policy grievance will be presented at Step 2 to the Director of Education.
  - (d) Board Grievance: A grievance concerning the alleged violation of this Collective Agreement by the Union. A Board grievance will be presented at Step 2 to the President of the Local Union.
- 10.03 Informal Stage
- (a) Any dispute, to be recognized as either an individual or group grievance, must first be discussed with the Occasional Teacher's supervisor by the Occasional Teacher with Union representation, if requested by the Occasional Teacher, within ten (10) working days of the day the teacher became aware of the occurrence of the circumstance giving rise to the grievance. The supervisor shall respond in writing 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 Union may file a formal grievance at Step One.

- (b) The informal procedure may involve an informal discussion between the Occasional Teacher, a Union Representative and the Manager of Human Resource Services.

#### 10.04 Step 1

If the Grievance is not to be considered as settled on the basis of the informal discussion, the Union shall submit the grievance notice in writing to the Superintendent of Human Resource Services within fifteen (15) school days of receipt of the response at the Informal Stage. The notice shall contain the complete grievance, listing all the clauses alleged to have been violated by specific number, the settlement requested, and shall not be subject to change after submission. Within ten (10) school days of receipt of the grievance, a meeting will be held with the griever, a Union representative and the Superintendent of Human Resource Services. The Superintendent of Human Resource Services shall respond to the grievance in writing within ten (10) school days of the meeting.

#### 10.05 Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent, or designate. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Director of Education, or designate, and up to three (3) representatives from Board administration and up to three (3) members of the Union, including the griever, should the griever wish to attend. The Director, or designate, shall provide a written response within ten (10) school days of the meeting being held.

#### 10.06 Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response.

- 10.07 All time limits herein for the grievance procedures may be extended only upon the written consent of the parties.

#### 10.08 Arbitration

When either party requests that a grievance which has been properly carried through the steps of the grievance procedure, be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the Agreement, indicating the name of the Arbitrator. Within five (5) school days thereafter, the other party shall respond in writing indicating their agreement to the Arbitrator or suggesting another name. If the parties fail to agree upon an

Arbitrator, the appointment shall be made by the Minister of Labour of Ontario, upon the request of either party.

#### 10.09 Board of Arbitration

- (a) When both Parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of an appointee to the Arbitration Board. The recipient of the notice shall within ten (10) school days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two appointees fail to agree upon a chair within the fixed time limits, an appointment as Arbitrator shall be made by the Minister of Labour of Ontario, upon the request of either Party.
- (b) If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to refer the grievance to a single Arbitrator.

10.10 The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all Parties.

- 10.11
- (a) Both Parties agree to pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the single Arbitrator or the fees and expenses of the Parties' respective appointees and one-half ( $\frac{1}{2}$ ) of the fees and expenses of the chair of the Arbitration Board.
  - (b) Each party shall bear its own expense respecting appearances at hearings of the Arbitration Board and shall bear at its own expense the cost of counsel at each step of the grievance procedure.

#### 10.12 Attendance at Grievance Meeting

- (a) A grievor who is required to be in attendance during Steps One and Two of the grievance procedure shall not suffer loss of pay, sick leave credits, benefits, seniority nor credit for teaching experience, provided the time involved interrupts a scheduled teaching assignment or a call to teach at the time of the grievance meeting.
- (b) Each party shall be responsible for the salary of its own witnesses summoned by the single Arbitrator or chairperson, as the case may be, in Step Three of the grievance procedure. During Step Three, the grievor shall not suffer loss of sick leave credits, benefits, seniority nor credit for teaching experience.

### 10.13 Discharge Grievance

Where an Occasional Teacher has been discharged, the Occasional Teacher may file a grievance at Step 2 within five (5) school days of written notice of the discharge.

### 10.14 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

## **ARTICLE 11 - OCCASIONAL TEACHER SUPPLY LIST**

11.01 (a) The Board shall maintain a Supply List of Occasional Teachers with a maximum of 40% of the number of permanent elementary teachers employed by the Board.

(b) The Board may maintain a list of Retired Teachers of the Board, to a maximum of 150 teachers, who may be contacted in the event an assignment remains unfilled from the Supply List. A retired teacher must submit a request each year in May to remain on the Supply List for the following September, but will be permanently removed if he/she works less than five (5) days in a school year.

Notwithstanding the above, a retired teacher who commits to the requirements of the Supply List is eligible to apply to the Supply List.

(c) The Board shall make available to the President of the Local Union a copy of the list of staff who are available for occasional teaching assignments in the elementary schools on the staff web-site. The Supply List shall be made available initially in August/September of each school year, and except for the months of June, July and August, shall be updated on the first Friday of every month on the staff web-site.

(d) The list of staff referred to in 11.01 (c) will show the employee's name, address, telephone number, the subject area/divisions they are qualified for, and the area or specific schools where they have indicated a desire to teach.

11.02 (a) (i) Effective September 1, 2009, an Occasional Teacher who has not worked a minimum of eighteen (18) occasional teaching assignments in a school year will have his/her name removed from the Supply List issued for September of the subsequent school year. An Occasional Teacher who works a half-day will be credited

as having worked one assignment for purposes of this commitment.

- (ii) Effective September 1, 2010, an Occasional Teacher who has not worked a minimum of twenty (20) occasional teaching assignments in a school year will have his/her name removed from the Supply List issued for September of the subsequent school year. An Occasional Teacher who works a half-day will be credited as having worked one assignment for purposes of this commitment.
  - (b) Occasional Teachers on paid Federation Release will be credited toward the commitment set out in 11.02 (a) if the Board receives written verification of the paid Federation Release from the Provincial Union.
  - (c) An Occasional Teacher on an approved statutory leave will have his/her annual work commitment pro-rated to the portion of the school year during which he/she is not on an approved statutory leave.
  - (d) An Occasional Teacher who is removed from the Supply List for failure to meet the minimum work requirement may be reinstated to the Supply List if the Occasional Teacher can establish that he/she did not receive offers for at least twenty (20) assignments during the school year. This assurance applies only to Occasional Teachers whose availability is for the equivalent of at least three (3) days per week throughout the period.
  - (e) Any individual concerns may be brought to the Manager of Human Resource Services.
- 11.03 Where an Occasional Teacher requests in writing that his/her name be removed from the Supply List, it will be removed with the next monthly update to the List available on the staff web-site.
- 11.04 When names are added to or deleted from the Supply List, the President of the Local Union shall be so notified.
- 11.05 (a) The Dispatch System will dispatch Occasional Teachers from the Supply List first on the basis of qualifications, and secondly on the basis of availability. Teachers on the Retired Teachers' List will be dispatched only where an assignment remains unfilled from the Supply List.

The Union and the Occasional Teachers will accept the integrity of the Dispatch System and not grieve under Article 10 the use of the Retired Teachers' List.

- (b) It is understood that the Dispatch System will be programmed to call at predetermined hours of the day. The Board, in consultation with the Union, may change such times as required to meet the needs of the schools.

- (c) The Board agrees to jointly review on an annual basis, at the request of the Union, the Dispatch System call-out procedure.
- 11.06
- (a) The Board may temporarily add an Occasional Teacher to either Supply List when an "active" Occasional Teacher becomes listed as "inactive" by virtue of accepting a Long-Term Occasional teaching assignment or by otherwise removing their name temporarily from either list. At the completion of the assignment or a return to the Supply List, the Board will remove the Occasional Teacher's name from the Supply List who was the temporary replacement.
  - (b) The Board may exceed the numbers on the Supply List specified in article 11.05 (c) when, in its opinion, a need is identified. This will be done in consultation with the Local Union.
  - (c) The Board may use uncertified people who are not on the Lists as required in order to meet its needs, as determined by the Board.
  - (d) The number of Occasional Teachers on the Lists as specified in Article 11.01, will be attained through normal attrition.
- 11.07 It is the responsibility of the Occasional Teacher to identify the day(s), or portion thereof, and school(s) for which they would be available to work.
- 11.08 It is the responsibility of an Occasional Teacher to notify the System if they are temporarily unavailable for work. Once the System is so notified it will not call an Occasional Teacher for assignment during the period of unavailability.
- 11.09 A teacher whose membership in the Ontario College of Teachers is not in good standing due to non-payment of fees will be suspended from the List until such time as he/she provides evidence to the Board that they are in good standing. If such evidence is not provided to the Board within sixty (60) days, the teacher will be removed from the List.
- 11.10 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.

## **ARTICLE 12 - POSTING OF POSITIONS**

- 12.01 A vacancy, which will entail the hiring of a Long-Term Occasional Teacher, which is known to exceed three (3) months in duration, and which is known three (3) weeks in advance, shall be posted. The Board may, at its discretion, post vacancies that are less than three (3) months or known less than three (3) weeks in advance.
- 12.02 (a) Where a known vacancy for a Long-Term Occasional Teacher is posted, pursuant to Article 12.01, the Board shall select the successful candidate

from the qualified applicants on the Board's Occasional Teacher list who are Members of the Simcoe County Occasional Teachers' Local.

- (i) Notwithstanding 12.02 (a), the Board may select a qualified external applicant for specialist positions, such as French and Special Education. The Board may also select qualified external applicants with ten (10) or more years of teaching experience from another Board.
  - (b) Qualified Occasional Teacher applicants shall be granted an interview for a Long-Term Occasional posting. However, when more than three (3) Occasional Teachers apply, principals may shortlist from resumes to a minimum of three (3) Occasional Teacher candidates for interview purposes.
  - (c) Upon request, the Board agrees to provide feedback to Occasional Teacher applicants for Long-Term Occasional teaching positions who are not successful as per Article 12.02 (a). These discussions shall be professionally consultative in nature, designed to assist the unsuccessful candidate to be better prepared for future opportunities with the Board.
- 12.03 Notwithstanding 12.02 (a), the Board may fill a vacancy that is anticipated to be a continuous vacancy with an Occasional Teacher who is not on the Lists defined in Articles 11.01 (a) and (b) when there are no Qualified applicants from the Lists.
- The Board will give consideration to those teachers on the List who have made written application prior to the closing date for a vacancy posted in accordance with Article 12.01. Neither failure to hire such an applicant nor any insufficiency in consideration of any application is a violation of the Agreement. Therefore neither the decision of whom to place in the vacancy nor the sufficiency of the consideration are matters over which an arbitrator shall have any jurisdiction.
- 12.04 The Board will consider written applications for permanent teaching positions from Occasional Teachers who have completed two or more successful Long-Term Occasional assignments, or in the case of a Long-Term Occasional assignment which includes completion of two sets of report cards, and are currently on the Occasional Teacher List, prior to considering the applications of external applicants. Notwithstanding the above, this Article will not apply for specialist positions as identified under the Education Act.
- 12.05 Notwithstanding Article 11.05, should teachers be determined to be redundant during the school year, the Board may use such redundant teachers to fill positions normally filled by Occasional Teachers.

## **ARTICLE 13 - SALARY**

- 13.01 A Long-Term Occasional Teacher who holds a Q.E.C.O. Rating Statement shall be paid, retroactive to the first day of the current assignment, according to the corresponding salary group on the current salary schedule of the Collective Agreement between the Board and the Union representing elementary teachers with experience as recognized under Articles 13.05 and 13.06 of this Collective Agreement.
- 13.02 A Long-Term Occasional Teacher with an acceptable university degree but who does not hold a Q.E.C.O. Rating Statement shall be paid retroactive to the first day of the current assignment, at Cat. A1 of the current salary schedule of the Collective Agreement between the Board and Union representing elementary teachers with experience as recognized under Articles 13.05 and 13.06 of this Collective Agreement.
- 13.03 Effective September 1, 2001, category placement for Long-Term Occasional Teachers shall be determined in accordance with Article 11.01 in the Collective Agreement between the Board and the Union representing the Board's permanent elementary teachers.

As of September 1, 2001, the wording of Article 11.01 in the Collective Agreement between the Board and the permanent elementary teachers is:

- (a) The placement of union members in their respective salary categories shall be determined in accordance with the Qualifications Evaluation Council of Ontario - Teachers' Qualifications Evaluation Program 5 (QECO-5) in effect at September 2000.

Any changes in content or in interpretation, made subsequent to the QECO 5 plan in effect at September 2000, must be approved by the Board and the Union for recognition by the Board in Teacher category placement.

- (b) No teacher employed by the Board or a predecessor Board before September 1, 2000 will have his or her category placement reduced as a result of 11.01 (a).
- (c) Category placement changes as a result of re-evaluation under QECO-5 will be effective from the date on which a revised statement of placement is received by the Human Resource Services Department.
- 13.04 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<sup>th</sup> of that year, will have a salary adjustment retroactive to the first day of September of that year providing the rating statement is submitted before June 30<sup>th</sup> of that school year.

- 13.05 (a) Only part-time or full-time elementary or secondary school teaching experience in Canada, gained while engaged as a teacher in a permanent position or on a Long-Term Occasional assignment shall be credited by the Board in determining a Long-Term Occasional Teacher's placement on the salary scale. Part-time experience shall be pro-rated.
- (b) Teaching experience on a Long-Term Occasional assignment shall be credited on the basis of one month equals .1 of a school year (20 days).
- (c) Teaching experience shall be calculated to the nearest full year. Five (5) complete teaching months or more shall be taken to the next full year.
- (d) Experience credits recognized in accordance with Articles 13.05 (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. Upon receipt of such documentation, experience will be recognized retroactive to September 1 of the current school year.
- (e) (i) Effective September 1, 2009, recognized teaching experience shall include casual occasional teaching experience with the Simcoe County District School Board obtained after September 1, 2008 such that each full day of accumulated experience shall equate to 1/194 of a year of credit. It is understood that this calculation applies to grid placement for Long-Term Occasional assignments only. It is further understood that no more than three years of casual teaching experience will be credited.
- (ii) Calculation of teaching experience shall be calculated in the same manner as applied to Elementary Contract Teachers.
- 13.06 Any change in a Long-Term Occasional Teacher's credited experience recognized under article 13.05, will be retroactive to the first day of the current assignment.
- 13.07 Casual Occasional Teachers will be paid for each full day of employment a fraction of A1 Year 0 of the permanent elementary teachers' salary schedule as follows:

Effective September 1, 2008 - 2% - 1/212

Daily Basic Salary	Statutory Holiday Pay	Vacation Pay	TOTAL
\$186.14	\$5.58	\$7.67	\$199.39

Effective September 1, 2009 - 2% - 1/212

Daily Basic Salary	Statutory Holiday Pay	Vacation Pay	TOTAL
\$189.86	\$5.70	\$7.82	\$203.38

Effective September 1, 2010 – 3% - 1/212

Daily Basic Salary	Statutory Holiday Pay	Vacation Pay	TOTAL
\$195.55	\$5.87	\$8.06	\$209.48

Effective September 1, 2011 – 3% - 1/212

Daily Basic Salary	Statutory Holiday Pay	Vacation Pay	TOTAL
\$201.42	\$6.04	\$8.30	\$215.76

The salary paid is inclusive of statutory holiday pay, vacation pay and any other statutory or other required payment.

- 13.08 (a) The salary schedules referred to in Articles 13.01 and 13.02 will 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. The resulting salary will be considered to be the basic salary.
- (b) The vacation and statutory holiday pay to which the Occasional Teacher referred to in 13.08 (a) is entitled under applicable legislation shall be added to the basic salary.
- (c) Vacation pay will be itemized on the Occasional Teacher's pay advice.
- 13.09 (a) Where an Occasional Teacher is employed on a part-time basis to replace a teacher, the Occasional Teacher's salary shall be pro-rated according to the terms of employment of the teacher being replaced. Notwithstanding this, an Occasional Teacher will be paid no less than one-half day.
- (b) Notwithstanding Article 13.09(a), a casual Occasional Teacher employed to replace a librarian who is providing planning time for other teachers (in schools of less than 20 classroom teachers) may be employed for .5 of

the day and shall be paid for the proportion of the day that the Occasional Teacher worked. This will apply for the first two days of the assignment.

- 13.10 (a) In the event that an Occasional Teacher is requested to report at a school for duty, and then, on reporting, is advised that the assignment has been cancelled, the Occasional Teacher shall be paid for the proportion of the day that the assignment entailed, providing the Occasional Teacher accepts, if requested, an alternative comparable teaching/supervision assignment at that location.
- (b) Notwithstanding 13.10(a) and 17.01(c), a casual Occasional Teacher will not be paid for a day where a school has been closed and such closure has been broadcast at least seventy-five (75) minutes prior to the school's normal start time.

#### **ARTICLE 14 - PAY PERIOD**

- 14.01 (a) Occasional Teachers shall be paid every two weeks on a schedule determined by the Board.
- (b) It is the responsibility of the Occasional Teacher to submit their time sheet for payment prior to the deadline. Late time sheets will be paid on the next pay. Such deadline will be the end of the third business day following the end of the pay period.
- 14.02 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 a direct deposit.
- 14.03 The Board may, during the term of this Collective Agreement, implement an electronic time sheet and a new procedure will be developed by the Board in consultation with the Union.
- 14.04 For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time Occasional Teachers shall be deemed to have worked seven (7) hours each weekday they are employed. Part-time Occasional Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

#### **ARTICLE 15 - EMPLOYEE BENEFITS**

##### 15.01 Sick Leave

- (a) A full-time Long-Term Occasional Teacher shall be credited with 0.1 days of sick leave credit for each full-time equivalent day worked as a Long-Term Occasional Teacher. If the Long-Term Occasional Teacher is less

than full-time, the entitlement shall be pro-rated in accordance with time worked.

- (b) A Long-Term Occasional Teacher shall be entitled after the tenth (10) day of the first long-term assignment to the use of available sick leave credits.
- (c) Sick leave days will accumulate during the school year and may be utilized for sick leave absences while working as a Long-Term Occasional Teacher during that school year, pursuant to Article 15.01 (b).
- (d) Accumulated sick leave days may not be used if an Occasional Teacher cannot commence an assignment. Accumulated sick leave days cannot be carried forward to subsequent school years.
- (e) Notwithstanding 15.01(d), accumulated sick leave days shall be carried forward to a subsequent school year only if the Long-Term Occasional Teacher continues in the same assignment. Such days will only be retained during that particular assignment.
- (f) In the case of personal illness exceeding five (5) days in a school year, the Board may require a certificate acceptable to the Board from a qualified medical practitioner prior to the payment of wages through the utilization of sick leave credits.
- (g) An Occasional Teacher who is unable to report for work must report such absence to the Employer in a manner determined by the Employer.

15.02 Effective September 1, 2009, in lieu of benefits, casual Occasional Teachers shall receive additional compensation prorated to their daily FTE to assist in the purchase of benefits.

<u>Effective Date</u>	<u>Benefits Rate Per Full Day Assignment</u>
September 1, 2009	\$7.12
September 1, 2010	\$7.33
September 1, 2011	\$7.55

## **ARTICLE 16 - LEAVES**

16.01 With the prior approval of the Principal, a Long-Term Occasional Teacher may utilize accumulated sick leave to cover the following absences which occur during an assignment:

- (a) serious accident or illness in the immediate family for a maximum of two (2) days on any one occasion. Immediate family to include spouse, children, mother, father, siblings and grandparents;

- (b) bereavement leave for a maximum of three (3) days for the immediate family. Immediate family to include 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.

16.02 With the prior approval of the Manager of Human Resource Services, a Long-Term Occasional Teacher will be granted up to two paid days of leave in a calendar year to observe a recognized religious holy day.

### **ARTICLE 17 - INCLEMENT WEATHER**

- 17.01 (a) Although employees are expected to report for work on stormy days, the Board does not expect an employee to risk his/her own safety driving to work in extreme weather conditions.
- (b) In the event that a Long-Term Occasional Teacher cannot report to work due to extreme weather conditions and has notified the principal of such, on the recommendation of the principal, the Long-Term Occasional Teacher may utilize accumulated sick leave in order to avoid loss of salary for the day.
- (c) A casual Occasional Teacher called to an assignment and, upon arriving at the assigned school, finds the school closed or about to be closed, shall be paid for the proportion of the day that the assignment entailed, subject to Article 13.10(b).
- 17.02 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 18 - GENERAL**

- 18.01 The Board shall provide information to the President of the Local Union about the professional development activities provided by the Board. Occasional Teachers may participate on a voluntary basis at their own expense.
- 18.02 Notwithstanding Article 18.01, during the time from September to May, Long-Term Occasional Teachers are expected to attend Board designated P.A. days, pro-rated to their FTE, and will be paid for their attendance.
- 18.03 Notwithstanding 18.02, Board designated P.A. days at the end of the school year in June will only be part of a Long-Term Occasional Teacher's assignment

to the extent required to ensure that the student evaluation responsibility of the Long-Term Occasional Teacher has been fulfilled.

- 18.04 The absence of a Long-Term Occasional Teacher may be allowed for union business without loss of salary or sick leave credits subject to such conditions or arrangements as may be required by the Administrative Council. The Board shall be reimbursed by the Union for all costs of the Long-Term Occasional Teacher's replacement. These absences shall be limited to the maximum of ten (10) non-consecutive days in any given school year excluding days provided for negotiations in Article 8.01.
- 18.05 The Board shall post the collective agreement on the Board's web-site and the Federation shall post the collective agreement on the elementary Occasional Teacher's web-site for access by all Administration and Members.
- 18.06 Effective September 1, 2009 the Board shall allocate five thousand dollars (\$5,000.00) per school year, to be dispersed to ETFO (Occasional Teachers Local – Simcoe County), for the education and professional development of their members. ETFO shall consult with the Board regarding the education and professional development and shall report to the Board on an annual basis, the expenditures for these initiatives.
- 18.07 Any information about an employee or other person provided to the Federation by the Board, including information provided in accordance with Article 11.01 (d), shall be used by the Federation only for the purpose for which it was originally provided, and shall be maintained by the Federation in a confidential manner.

## **ARTICLE 19 – WORKING CONDITIONS**

- 19.01 (a) An Occasional Teacher employed to replace a permanent, probationary or temporary teacher shall be assigned the timetable of the teacher being replaced, including scheduled and emergency supervision duties.
- (b) A casual Occasional Teacher will be released from the assigned class during the preparation time portion scheduled for the teacher being replaced. That preparation time is to be covered by the teacher regularly scheduled to provide the preparation time for the absent teacher.
- (c) It is expected that the casual Occasional Teacher will use the preparation time of the absent teacher to prepare for the assigned class.
- (d) The scheduled interval between classes for the lunch break for Occasional Teachers shall be not less than forty (40) consecutive minutes. The lunch break for an Occasional Teacher shall be without pay.
- 19.02 Notwithstanding Article 19.01, Occasional Teachers may only be assigned the yard duty regularly assigned to the teacher being replaced prior to the

commencement of class on the first morning of an assignment when the assignment is known ninety (90) minutes in advance of the start time. Further, Occasional Teachers may only be assigned the yard duty regularly assigned to the teacher being replaced prior to the commencement of the afternoon class on the first day, if it is a half-day afternoon assignment, when the assignment is known ninety (90) minutes in advance of the start time. Should this yard duty not be assigned, then an alternate duty may be re-assigned to the Occasional Teacher at another time during that teaching assignment in accordance with Article 19.01 (a).

- 19.03 The Board shall not require any Occasional Teacher to administer or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk of injury, disease or negligence.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

**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 first written below:

**SIMCOE COUNTY DISTRICT  
SCHOOL BOARD**

**ELEMENTARY TEACHERS'  
FEDERATION OF ONTARIO  
(Occasional Teachers' Local)**

\_\_\_\_\_  
Chairperson  
Diane Firman

\_\_\_\_\_  
Provincial Chief Negotiator  
Derek Hulse

\_\_\_\_\_  
Director  
Gord Campbell

\_\_\_\_\_  
Local President  
Bob Blackwood

\_\_\_\_\_  
Superintendent of Human Resource  
Services and Organizational Development  
Ruth Bragança

\_\_\_\_\_  
Local Vice-President  
Skip Reeves

\_\_\_\_\_  
Manager of Human Resource Services  
Teaching Staff Services  
Mary Catherine Masciangelo

\_\_\_\_\_  
Mike Davies  
Local Vice-President

\_\_\_\_\_  
Manager of Human Resource Services  
Administrative and Support Staff Services  
Jeanette May

\_\_\_\_\_  
Barb Gunn  
Table Team Member

\_\_\_\_\_  
Superintendent of Education  
Kathy Bailey

\_\_\_\_\_  
Mike Shillolo  
Table Team Member

\_\_\_\_\_  
Superintendent of Education  
Phyllis Hili

\_\_\_\_\_  
Principal, Doug Paul

\_\_\_\_\_  
Principal, Susan Enns

\_\_\_\_\_  
Human Resource Services Officer  
Brett Pinnell

\_\_\_\_\_  
Human Resource Services Assistant  
Pauline McNeil

Dated this \_\_\_\_\_ day of May, 2009.



