

COLLECTIVE AGREEMENT

BETWEEN

**THE OTTAWA-CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION
(THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO)**

AND

**THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD**

EFFECTIVE 1 SEPTEMBER 2000 TO 31 AUGUST 2004

11 827(02)

Please contact the following for any specific information you may require concerning this Collective Agreement:

OCDSB (Ottawa-Carleton District School Board)	721-1820
Human Resource Officer(Academic)	ext. 8281
Human Resource Administrator(OT)	ext. 8376
Human Resources Assistant (OT)	ext. 8346
Payroll Administrator	ext. 8152 for (occasional teachers)
Payroll Administrator	ext. 8633 for (extended occasional teachers)

ETFO Elementary Teachers' Federation of Ontario)

Provincial Office **1-888-838-3836**

OCEOTA (Ottawa-Carleton Elementary Occasional Teachers' Association)

Local Office **596-3932**
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Local President - Ann McWade **596-3932, ext. 208**

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ARTICLE 1 **PURPOSE**

- 1.01 It is the intent and purpose of the parties to set forth terms and conditions of employment **as to salary** and other matters to which the Parties agree, including procedures for the prompt disposition of grievances.

ARTICLE 2 **TERM OF AGREEMENT**

- 2.01 ~~This~~ Agreement shall be in effect from 1 September 2000 to 31 August 2004 and shall remain in force and effect thereafter pursuant to the Ontario Labour Relations Act.
- 2.02 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 Employer and the Union.

ARTICLE 3 **RECOGNITION, DEFINITIONS AND SCOPE**

- 3.01 **The** Ottawa-Carleton District School Board recognizes the Elementary Teachers' Federation of **Ontario** as the bargaining agent for all occasional teachers employed by the Board in its elementary schools.
- 3.02 (a) Effective 1 September 1999 an Extended Occasional Teacher (EOT) means an Occasional Teacher who is employed for one period of twenty (20) days or more consecutive teaching days **as a** replacement for one elementary teacher employed by the Employer.
- (b) For the purpose of establishing the twenty (20) day period, a partial day (i.e. part-time assignments) shall **be** counted **as one** day.
- (c) During the twenty **(20)** day continuous period, absences without pay for personal reasons of two days or less will not break the continuity of service but **the** days absent will not be included **as** part of the twenty (20) day continuous period.
- (d) During the twenty (20) day continuous period absences without pay for professional activities or professional development days will not break the continuity of service, but they will not be included **as** part of the twenty (20) days continuous period.
- (e) During the twenty (20) day continuous period absences without pay for days spent in negotiations or days spent on Federation Leave, in

accordance with Article 16.04, will not break the continuity of service and will be included in the twenty (20) day continuous period.

- (f) Unless otherwise stipulated in this collective agreement, absences for personal reasons, or for professional activities or professional development will be granted without pay.
- (g) The status, rights and salary applicable to employment as an EOT shall be pro-rated to the actual assignment.

- 3.03 Casual Occasional Teacher means an Occasional Teacher who is employed on any basis other than as set out in Article 3.02.
- 3.04 Occasional Teacher List means a list of all occasional teachers who have been accepted by the District School Board to teach as an occasional teacher in the elementary panel of the Ottawa-Carleton District School Board.
- 3.05 Certified means an occasional teacher who holds a valid Ontario Teachers Certificate or its equivalent and who is a member of the Ontario College of Teachers.
- 3.06 Uncertified means an occasional teacher who does not hold a valid Ontario Teachers Certificate or its equivalent.
- 3.07 Local means the Ottawa-Carleton Elementary Occasional Teachers' Association.

ARTICLE 4 FEDERATION MEMBERSHIP AND DUES CHECKOFF

- 4.01 All occasional teachers shall, as a condition of employment as an occasional teacher under the terms of this collective agreement, maintain membership in the Union. All members of the bargaining unit shall, as a condition of employment, pay and the Employer shall deduct union dues in accordance with the Ontario Labour Relations Act.
- 4.02 Subject to the capability of the Employer's payroll processing programs, the Employer shall deduct a local levy from the salary payments made to employees.
- 4.03 The union agrees to provide the Employer with notice, in writing, of its desire to alter the amount of such union dues on or before 31 August. Changes in union dues shall be implemented by the Employer in the first pay period following such notice or at such later date as may be requested.

- 4.04 The union dues deducted in accordance with Article 4.02 shall be remitted to the Secretary of the Elementary Teachers' Federation of Ontario, Toronto, within thirty (30) days of the dues being deducted. A copy of each dues submission list submitted to the Elementary Teachers' Federation of Ontario shall be forwarded to the local agent of record.

OCEOTA shall notify the Employer of the local levy owing. The Union agrees to provide the Employer with at least four (4) weeks' notice in writing of its desire to alter the amount of such local levy. The local levy deducted in accordance with Article 4.02 shall be forwarded to the local agent of record within thirty (30) days of the local levy being deducted.

- 4.05 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
- 4.06 The statement of remuneration (T4) income tax slip provided each year by the Employer shall indicate the amount of union dues and levy paid by each occasional teacher during the previous calendar year.

ARTICLE 5 STRIKES AND LOCKOUTS

- 5.01 The Employer and the Union agree that there shall be no strike or lockout as defined in the Ontario Labour Relations Act during the term of this Collective Agreement.

ARTICLE 6 MANAGEMENT RIGHTS

- 6.01 Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject only to the other terms, provisions and conditions contained in this Collective Agreement, the parties recognize the right and obligation of the Board to exercise its management rights and functions and to manage the affairs of the Board in all respects including, but not limited to, the following:
- (a) To hire, transfer, promote, demote or lay-off because of lack of work;
 - (b) To formulate and publish reasonable rules and regulations to be observed by occasional teachers covered by this Collective Agreement; and
 - (c) To plan and control the teaching programs of the Board including, but not being limited to, the number of occasional teachers to be

employed, the number of students to be taught, school location and facilities and to plan for the retirement of teachers and, without limiting the generality of the foregoing, to carry out such other responsibilities of the Board which are not specifically abridged or amended or limited by the terms of this Collective Agreement and which are in compliance with the prevailing statutes governing education and labour in the Province of Ontario.

- 6.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.
- 6.03 The Board and the Federation agree that the provisions of this Article do not preclude representations and consultations by the Board and the Federation concerning any matters relating to members of this bargaining unit.
- 6.04 The Board and the Federation agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, age, sex, political or religious affiliation, or by reason of membership in the Federation.

ARTICLE 7 CORRESPONDENCE

- 7.01 Unless otherwise provided within this agreement all correspondence between the parties arising out of or incidental to this agreement shall pass to and from the President of the Union and the Superintendent of Human Resources or designate.
- 7.02 The Board shall provide the Union with a copy of public agendas and minutes for the Board and its Standing Committees.

ARTICLE 8 NEGOTIATING COMMITTEE

- 8.01 For purposes of negotiations between the parties, the Employer shall recognize a Union Collective Bargaining Committee.
- 8.02 A maximum of two casual or extended occasional teachers serving on the bargaining committee shall receive salary, sick leave credit(s) and a benefit allowance in accordance with this Collective Agreement for the days spent negotiating with the Employer's Bargaining Committee, provided the time involved interrupts a scheduled teaching assignment or a call-in on the day of negotiations. If this time does not interrupt a scheduled teaching assignment, a maximum of two casual or extended occasional teachers serving on the bargaining committee shall receive one-half (1/2) salary, with the Union reimbursing the Board for such payments.

8.03 The union shall notify the Superintendent of Human Resources of the names of its elected and appointed representatives.

ARTICLE 9 OCCASIONAL TEACHER LISTS

- 9.01 The Employer shall furnish to the Local two copies of a list comprising members of the bargaining unit who are available for occasional teaching assignments in elementary schools. The list shall be furnished initially no later than 30 September and provided every three (3) months thereafter.
- 9.02 For each bargaining unit occasional teacher whose name is entered on the Occasional Teacher List, the following information will be provided Name, address, telephone number, subject(s) which the teacher is qualified and willing to teach, preferences regarding specific school(s) and geographical location.
- 9.03 An occasional teacher who has not worked for a period of four (4) school months shall be removed from the list and shall be required to confirm their availability for occasional teaching assignments in accordance with 10.01. An occasional teacher, whose name has been removed from the list shall be notified by mail, to the last address on file, that they have been removed from the list.
- 9.04 When names are added to or deleted from the list, the Local shall be so notified.
- 9.05 The Parties agree that an electronic form of occasional teacher list may be implemented during the term of the collective agreement following consultation by the parties. The Employer will ensure that the Local will continue to have access to the list.

ARTICLE 10 AMENDING THE OCCASIONAL TEACHERS' LIST

- 10.01 The names of teachers who officially make themselves available for occasional teaching assignments shall comprise a list prepared no later than 30 September or shall be added to the list or subsequent lists. A teacher must submit the necessary documentation to the Employer, as required. Failure to provide the necessary documentation will result in either not being entered, or being deleted from the list. Any request by an occasional teacher to update information must be submitted in writing and supported by the appropriate documentation.

- 10.02 An occasional teacher may elect to be unavailable for assignments for up to one (1) year without jeopardizing his/her status under this Collective Agreement.
- 10.03 An occasional teacher's name shall be removed from the Occasional Teachers List if in the written opinion of the Principal/Vice-Principal, and subject to the approval of the Superintendent of Human Resources, the occasional teacher is considered to be inadequate and/or incapable. The occasional teacher shall be notified in writing and provided with a copy of any evaluation report or evaluation letter containing such judgment.

ARTICLE 11 **PROBATIONARY PERIOD**

- 11.01 An occasional teacher shall be considered to be on probation until the employee has taught a minimum of twenty (20) instructional days worked in one (1) school year or (30) instructional days worked in two (2) school years, as a casual or extended occasional teacher.

Effective 1 September 1998, occasional teachers having completed their probationary period within the bargaining unit and is rehired for the occasional teacher list within a period of two (2) school years shall be considered on probation until the employee has taught a minimum of fifteen (15) instructional days within one (1) school year.

ARTICLE 12 **JUST CAUSE**

- 12.01 No occasional teacher shall be demoted, discharged, dismissed, disciplined in any way, or have his/her name removed from the list without just and sufficient cause.

ARTICLE 13 **SALARY**

The following articles shall be effective on 1 September 2002.

Extended Occasional Teachers

- 13.01 An extended occasional teacher shall have his/her salary category determined by a Statement of Evaluation from the Qualification Evaluation Council of Ontario (QECO), Program 4 and shall be paid according to the corresponding salary group on the salary schedule of the Collective Agreement between the Ottawa-Carleton District School Board and the Ottawa-Carleton Elementary Teachers' Federation with experience as recognized under Article 13.03 and 13.04 of this Collective Agreement.

An extended occasional teacher who holds Ministry of Education of Ontario Certification or equivalent but, who holds a degree recognized in Ontario and who does not hold a QECO Statement of Evaluation shall be paid according to Category A I of the above mentioned Collective Agreement.

- 13.02** The parties agree that the wage rates specified herein shall be prorated for assignments to positions on less than a full-time basis.
- 13.03** An extended occasional teacher who submits a copy of his/her QECO Statement of Evaluation to the Human resources Officer (Academic) for a change in category placement shall receive the adjustment as follows:
- (a) If the statement is received between 1 September and 31 December inclusive, providing courses are completed prior to 31 August, the teacher's salary shall be adjusted retroactive to 1 September or to the beginning of the EOT assignment, whichever is later.
 - (b) If the statement is received between 1 January and 31 May inclusive, providing the courses are completed prior to 31 December, the teacher's salary shall be adjusted retroactive to the 1 January or the beginning of the EOT assignment, whichever is later.
- 13.04** Teachers on extended occasional assignments shall be credited with previous extended occasional experience up to a maximum of one (1) year experience where the individual's assignment exceeds three (3) months in duration. Credit shall be on the basis of one (1) month equals 0.1 year. Credit shall be recorded each 1 September. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month teaching experience for that month.

Casual Occasional Teachers

- 13.05** Effective 1 September 2002, casual occasional teachers who have an Ontario Teaching Certificate or its equivalent shall be paid for each day of employment at the following rates:
- (a) With Degree - Casual occasional teachers who hold an approved university degree shall be paid at the rate of **\$165.89** per day for each day worked. Effective 1 September 2003 the rate of pay shall be increased to **\$169.21**.
 - (b) Without Degree - Casual occasional teachers who do not hold an approved university degree shall be paid at the rate of **\$143.50** per day for each day worked. Effective 1 September 2003 the rate shall be increased to **\$146.37**.

- (c) The **parties** agree that wage rates paid to casual occasional teachers shall be prorated for assignments to positions on less than a full-time basis.
- 13.06 Each amount paid to a casual or extended occasional teacher under this article 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.
- 13.07 **An** occasional teacher placed **on** an extended occasional teaching assignment will receive a letter from Human Resources confirming **the** following: the **effective** date, the expected end date if known, the salary category, experience, and the **per diem** rate.
- 13.08 An occasional teacher on an extended occasional teaching assignment shall normally be given five **(5)** days notice of the **termination** of **the** assignment. It is **understood** that the occasional teacher shall accept any reasonable occasional teaching assignment in order to permit the Employer to fulfill this notice requirement. It is further understood that where a scheduled assignment coincides with the dates as stipulated at the commencement of the assignment, no further **notice** will **be** required.
- In a similar manner, a teacher shall **be** required to give five **(5)** days notice.
- 13.09 **Where** an employee is **directed** to report for **work** and upon reporting is informed that the teacher to **be** replaced is present, **the** employee will be paid for half of the day and will be assigned professional duties by the principal or designate to **be performed** during this half-day period.
- Where **an** extended occasional teacher is employed on a **day** where the school is closed due to special climatic or catastrophic conditions, **he/she** shall be paid for the scheduled assignment.
- 13.10 Occasional teachers shall receive Employment and Immigration Canada Record of Employment **forms** as soon as possible following receipt of the employee's request.

ARTICLE 14 PAY DATES

- 14.01 Occasional teachers shall be paid on a bi-weekly basis by direct deposit in a financial institution with a computerized system compatible with that used by the Ottawa-Carleton District School Board.

ARTICLE 15 BENEFITS ALLOWANCE

15.01 After two (2) months of continuous employment, an extended occasional teacher will be paid an additional monthly sum as set out below, calculated and applied on a daily basis, in lieu of benefits.

Benefits Allowance: \$40.00 per month

ARTICLE 16 **LEAVES**

16.01 Compassionate Leave

- (a) An extended occasional teacher shall be entitled to up to three (3) days leave with pay and benefits allowance in each school year in the event of serious illness or death in the family, other than as specified in (b), or other personal reasons.
- (b) In the event of death in the immediate family (parent, spouse, child) three (3) days leave with pay shall be granted per occasion.

The leave and duration must be authorized by the Principal. Additional days absence without pay may be authorized by the Principal and will not interrupt the continuity of the assignment.

16.02 Jury Duty

An extended occasional teacher who must be absent from work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall be paid the difference between normal earnings and the fees he/she receives as a juror or as a witness.

16.03 Sick Leave

- (a) An extended occasional teacher shall be credited with two (2) days sick leave in a given month if he/she works or is paid for at least one-half (1/2) of the teaching days in that month, with the days of sick leave pro-rated according to his/her daily teaching assignment.
- (b) The sick leave will be accumulated for the duration of the extended occasional teaching assignment and shall carry over to any subsequent extended occasional teaching assignment within the same school year. Accumulated sick leave will be deemed to have expired as of the end of the school year unless the occasional teacher is hired into a regular teaching position under the terms of the OCETF collective agreement.

- (c) In the event that ~~an~~ extended occasional teacher is absent due to personal illness during an extended occasional teaching assignment in a given school year, sick leave credits subsequently earned in that school year may be applied retroactively to the period of illness. Such retroactive payment will not exceed two (2) days in any school year.

16.04 Federation Leave

At the request of the Bargaining Unit, the Board shall arrange pay at the occasional teacher rate for the Bargaining Unit President or designate when unavailable for assignment due to Union business. The request must be in full or half-day increments and shall be *directed* to and arranged **with** the Superintendent of Human Resources or designate.

The Bargaining Unit agrees to reimburse the Board for the full amount paid in accordance with this Article.

ARTICLE 17 JOB PREFERENCE - ELEMENTARY CONTRACT VACANCIES

- 17.01 Occasional Teachers covered by this Collective Agreement shall file with the Board their interest in contract employment for available vacancies.
- 17.02 Principals shall consider the applicants in 17.01 above prior to considering outside applicants.
- 17.03 The Board shall fill extended occasional teaching positions from the Occasional Teacher List or individuals who have provided the appropriate documentation **to** be included on the occasional teacher list.
- 17.04 Where an occasional teacher is interviewed for a contract position, as per Article 28.10 of the collective agreement between the Ottawa-Carleton Elementary Teachers' Federation and the Ottawa-Carleton District School Board, the Principal or designate shall provide a debriefing should the applicant so request.

ARTICLE 18 DISCIPLINE AND DISCHARGE

- 18.01 An occasional teacher shall be notified, in writing, of the grounds for discipline or discharge, and the Union shall receive a copy of notification of all disciplinary actions. A meeting shall be held between the occasional teacher and a Board representative to discuss the matter. The occasional teacher shall have the right to have a representative of the Union present.

18.02 It is understood and agreed that no grievance may be submitted concerning the termination of employment of a probationary employee subsequent to two (2) evaluations. In such cases, on request of the Union, representatives of management shall discuss with the Union, the circumstances giving rise to such termination.

During this probationary period an employee who has been terminated and/or have their name removed from the occasional teacher list, such termination and/or removal from the list shall be deemed to be for cause.

ARTICLE 19 PERFORMANCE EVALUATION

19.01 Only elementary principals and vice-principals shall evaluate an occasional teacher's competence. Such evaluation shall be made ~~only~~ upon reasonable prior notice.

19.02 An occasional teacher may request an evaluation, if they have taught five (5) or more days at the site. Such evaluation shall be subject to the availability of the principal and/or vice-principal.

ARTICLE 20 PERSONNEL FILES

20.01 (a) A teacher shall have access during normal business hours, or such other time as may be arranged, to the personnel files and records that relate to the teacher. Such access shall be granted upon reasonable prior notice and in the presence of a supervisory officer or other person(s) designated by the Director of Education.

(b) If a teacher disputes the accuracy or completeness of any information in his/her personnel file, the teacher may make application in writing to the Director of Education or designate to have the information corrected. The Board shall notify the teacher in writing of its decision including reasons for that decision. A copy of the teacher's letter will be placed in the teacher's personnel file.

In addition, a teacher shall have the right to respond in writing to any document contained in or to be placed in the teacher's personnel files or records. The written response by the teacher shall become part of the teacher's permanent personnel record.

(c) Where an occasional teacher authorizes, in writing, access to his or her personnel file by another person acting on the occasional teacher's behalf, the Board shall provide such access. Access shall be provided on the same basis as Article 20.01 (a) herein.

- (d) Where the Board is required to furnish information on a teacher to an outside agency by a court order or legislative requirement, the teacher will be notified that this information has been requested and has been or will be provided.
- (e) The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

ARTICLE 21 GRIEVANCE/ARBITRATION PROCEDURE

21.01 Definition of Grievance

A grievance shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable.

21.02 Individual Grievance

A teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, *discuss* the complaint with the principal or immediate supervisor. If the discussion does not result in the satisfactory settlement of the complaint within five (5) school days, the teacher may submit a grievance as provided herein.

21.03 Step 1.

A grievance(s) must be submitted in writing to the Superintendent of Human Resources or designate within twenty (20) school days of the time the grievor should have been aware of the circumstance(s) or relevant facts giving rise to the grievance. The grievance shall stipulate the name(s) of the grievor(s), shall state the facts giving rise to the grievance; shall identify by specific reference the provision(s) of this collective agreement alleged to have been violated and shall indicate the relief sought. The Superintendent of Human Resources shall have five (5) school days from receipt of the grievance in which to respond.

21.04 Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days of the receipt of the response from the Superintendent of Human Resources. Within ten (10)

school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Director of Education or designate(s). A written response will be provided to the Union from the Director of Education or designate within five (5) school days of the meeting.

21.05 **Step 3**

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

21.06 **Policy Grievance**

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

21.07 **Grievance Mediation**

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

21.08 A grievance which is not settled through the procedure outlined in the foregoing provisions may be submitted for binding arbitration under the provisions of the Ontario Labour Relations Act, 1995, specifically Section 48 - Arbitration Provision and Section 49 - Referral of Grievance to a Single Arbitrator. Either party may give written notice to the other within ten (10) school days of its intention to submit the grievance to arbitration.

- 21.09**
- (a) Each party shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board
 - (b) All time limits fixed herein for the grievance procedure may only be extended with the written consent of the parties.
 - (c) If at any stage of the grievance arbitration procedure, the party carrying the grievance fails to process the grievance in compliance with a time fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.

- (d) The Arbitration Board shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which would serve to alter, modify, or amend any part of this Collective Agreement.
- (e) An occasional teacher's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the school day, provided the time involved interrupts a scheduled teaching assignment or a call-in on the day of the meeting.
- (f) 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.

ARTICLE 22 OCCUPATIONAL HEALTH AND SAFETY ACT

22.01 The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations.

The parties further recognize the Ottawa-Carleton Elementary Occasional Teachers' Association representation on this committee.

While alleged violations of the legislation will not be grievable, the parties will cooperate to facilitate any required corrective measures as provided for by the Act.

ARTICLE 23 VIOLENT INCIDENTS INVOLVING OCCASIONAL TEACHERS

23.01 The parties recognize the Boards **Safe** Schools Policy and Procedures.

23.02 The Board agrees to refer any matters of aggression or violence involving occasional teachers to Article 34, 'Violent Incidents Against Teachers', of the Collective Agreement between the Ottawa-Carleton Elementary Teachers Federation and the Board.

OCEOTA shall be represented at any meeting of the OCETF Consultation Committee where matters of aggression or violence involving occasional teachers are being discussed.

In the event that the above-noted committee is not convened, the President of OCEOTA and the Superintendent of Human Resources shall meet to address the matters of aggression or violence involving occasional teachers.

ARTICLE 24 **FIRST DUTY**

24.01 The parties agree to refer to the Consultation Committee established under this Collective Agreement the issue of occasional teachers being assigned yard duty prior to the commencement of class on the morning of an assignment, or prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

ARTICLE 25 **STRIKE BY OTHER BOARD EMPLOYEES**

25.01 In the event of a strike by other employees of the Board, the parties agree that:

- i) Members of OCEOTA are bound to honour the terms and conditions of employment subject to the Education Act, Labour Relations Act and Regulations;
- ii) The board shall notify the President of OCEOTA when a situation is evident to discuss issues related to members of OCEOTA;
- iii) OCEOTA members shall be represented on a consultative committee established under the Collective Agreement between the Board and the Ottawa-Carleton Elementary Teachers' Federation, Article 36.01(c).

In the event the above-noted committee is not convened, the President of OCEOTA and the Superintendent of Human Resources shall meet to address issues of health, safety and duties of OCEOTA members during a strike.

ARTICLE 26 **COLLECTIVE AGREEMENT**

26.01 The Board shall provide each occasional teacher with a copy of this collective agreement.

26.02 The Board shall provide each elementary school under its jurisdiction with a copy of this collective agreement.

26.03 The Employer and the Union shall equally share all costs of printing and distribution of this collective agreement. In the event it is necessary to provide for additional copies during the life of the collective agreement, to

meet the requirements of Article 26.01 and 26.02, the parties shall consult and determine the appropriate number of collective agreements to be provided.

ARTICLE 27 GENERAL

27.01 Reasonable Access

- (a) The school Principal shall ensure that an occasional teacher has reasonable access to classrooms and/or keys, records such as daybook and seating plans, courses of study, texts, files, supplies, equipment, and all other requirements necessary to perform the duties assigned.
- (b) The school Principal shall ensure that an occasional teacher has reasonable access to Board and/or school administrative procedures/routines
- (c) **Serious** medical and behavioral information shall be accessible to the occasional teacher.
- (d) Adequate support from the school administration in providing supervision and maintaining discipline shall be provided.

27.02 Professional Development

- (a) An extended occasional teacher who, at the request of the Principal, is scheduled to work where there is a professional activity day shall be paid for the day provided that the extended occasional teacher participates in the scheduled professional activities. A professional activity day shall not interrupt an extended occasional teaching assignment.
- (b) With the approval of the organizer of the program, an occasional teacher may attend, without pay, scheduled professional development days arranged by the Board.

27.03 Consultation Committee

The parties agree to establish a group whose function shall be to discuss and investigate issues arising from new or revised legislation or other issues which the parties agree to discuss.

The group shall meet at the request of either party. It shall be composed of up to three (3) Union members and up to three (3) Board representatives.

The group will attempt to resolve any issues and may **make** recommendations to their respective principals which upon ratification will become Letters of Understanding.

27.04 **Lunch Period**

An occasional teacher shall receive a forty **(40)** minute uninterrupted lunch period.

27.05 **Mileage**

Where an occasional teacher replaces a itinerant teacher, the occasional teacher will be paid mileage/kilometer rate for travel according to Board Policy.

27.06 **Timetable**

The timetable for an occasional teacher shall be the **same as** the timetable of the teacher who is being replaced.


27.07 **Bulletin Board**

The Employer will provide bulletin board space in each elementary school for posting notices.

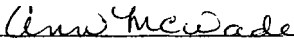
IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THIS 30th DAY OF SEPTEMBER 2002, IN THE CITY OF OTTAWA.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA-CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION



Supervisor



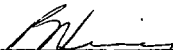
President, OCEOTA




Director of Education (Interim)



Negotiator, OCEOTA



Co-ordinating Superintendent of
Corporate Services



Member, Collective Bargaining Team

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA-CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

OCCASIONAL TEACHER INFORMATION AND APPLICATION PACKAGE

The Employer agrees to include as part of the Occasional Teacher Information and Application package an application for the Qualification Evaluation Council of Ontario.


The Local agrees to provide sufficient copies of such applications to the Employer. The Local may provide a letter from the President of the Local concerning the QECO requirements which will be included in the package.

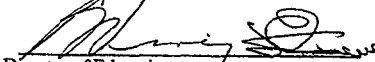
Signed in the Regional Municipality of Ottawa-Carleton this 16th day of September 1999.


THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA-CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION


Chairman of the Board


President


Director of Education


Negotiator

LETTER OF UNDERSTANDING
between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
and
THE OTTAWA-CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION

SENIORITY


The parties agree to refer the issue of seniority for members of the Union to the Labour-Management Committee established under this collective agreement

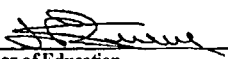
Signed in the Regional Municipality of Ottawa-Carleton this 16th day of September 1999.

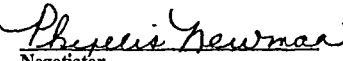
THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE OTTAWA-CARLETON ELEMENTARY
OCCASIONAL TEACHERS' ASSOCIATION


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