

**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 2008 TO 31 AUGUST 2012**

**11827 (04)**

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. 8341
Human Resource Administrator (OT)	ext. 8376
Human Resources Assistant (OT)	ext. 8338
Payroll Administrator	ext. 8370 for (Occasional Teachers)
Payroll Administrator	ext. 8633 for (Long Term Occasional Teachers)

ETFO (Elementary Teachers' Federation of Ontario)

Provincial Office	1-888-838-3836
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OCEOTA (Ottawa Carleton Elementary Occasional Teachers' Association)

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Local President	221-9135
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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 2008 to 31 August 2012 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)            Long Term Occasional Teacher (LTO) means an Occasional Teacher who is employed for one period of fourteen (14) days or more consecutive teaching days as a replacement for one elementary teacher employed by the Employer.

Effective August 31, 2012, Long Term Occasional Teacher (LTO) means an Occasional Teacher who is employed for one period of ten (10) days or more consecutive teaching days as a replacement for one elementary teacher employed by the Employer.

Note: the period of time to qualify for the LTO assignment will be known as the 'qualifying period' for purposes of this article.

(b)            For the purpose of establishing the qualifying period, a partial day (i.e. part-time assignments) shall be counted as one day.

(c)            During the continuous qualifying 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 continuous qualifying period.

- (d) During the continuous qualifying 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 continuous qualifying period.
- (e) During the continuous qualifying 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 continuous qualifying 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 a LTO 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 Upon the request of the Local, and 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 4.01 shall be remitted to the General 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 President.

In accordance with Article 4.02, 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 President 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.

4.07 By September 15<sup>th</sup> each year, the Board shall provide the Union with a statement of the total number of elementary casual teaching days for the previous school 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, sexual orientation, 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 Local President and the Superintendent of Human Resources or designate.

7.02 The Board shall provide the Local 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 three (3) OCEOTA 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, with the Union reimbursing the board at the daily rate.

Such leave shall not constitute a break in service.

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

## ARTICLE 9 OCCASIONAL TEACHER LIST

9.01 The Employer shall provide electronic access to a list comprising members of the Bargaining Unit who are available for occasional teaching assignments in elementary schools.

9.02 (a) For each Bargaining Unit Occasional Teacher whose name is entered on the Occasional Teacher List, the database will include the following information: Name, address, telephone number, subject(s) which the teacher is qualified and willing to teach, and preferences regarding specific school(s). Teachers may also indicate the subjects for which they do not hold formal qualifications (e.g. French) but for which they feel capable of teaching.

(b) It is the responsibility of the Occasional Teacher to ensure that the information on the List is up-to-date and accurate.

9.03 An Occasional Teacher will be removed from the list if the Occasional Teacher has not worked eight (8) days per year from May 1 to April 30. Effective with the implementation of the call out system the purging requirement will increase from eight (8) days to ten (10) days.

Part-time contract teachers or teachers otherwise employed by the Board who are on the Occasional Teacher List are excluded from this process. Notwithstanding the above, members of the Local who show proof of days paid for Union/Board business shall have these days credited towards the above provisions.

An Occasional Teacher, whose name has been removed from the list, shall be notified that they have been removed from the list. Reapplication to the list will be in accordance with Article 10.01.

9.04 The Local shall be provided with access to the database including the ability to identify teachers newly added to the list. The Local shall be notified of deletions to the List following each purge period.

- 9.05 Occasional Teachers covered by this Collective Agreement will not incur registration/administration or other similar costs associated with accessing occasional teacher assignments through the Board's electronic database. Occasional teachers will continue to be responsible for the personal computer costs related to accessing Board systems.

ARTICLE 10 AMENDING THE OCCASIONAL TEACHER LIST

- 10.01 (a) The names of teachers who officially make themselves available for occasional teaching assignments shall comprise a list. 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.
- (b) The Occasional Teacher List will be closed between November 15 and April 15. The Bargaining Unit President will be consulted when exceptions are made.
- (c) Contract teachers will not be subject to the restrictions of 10.01(b).
- 10.02 (a) Occasional Teachers on a leave under the Employment Standards Act will not jeopardize their status under this Collective Agreement.
- (b) A daily casual Occasional Teacher shall be granted Leave without pay for less than one (1) school year for any reason. Notification for leave shall be made in writing to the Human Resources Department.
- (c) Occasional teachers who are granted such leave are subject to purging unless the leave is granted on medical or compassionate grounds.
- (d) The Board shall grant a leave of absence without pay for one school year (September to June) after the completion of two (2) years of employment as an Occasional Teacher. The Occasional Teacher will be exempt from purging. Applications for leave are to be made in writing to the Human Resources Department.
- 10.03 An Occasional Teacher's name shall be removed from the Occasional Teacher 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 Long Term Occasional Teacher.

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

Long Term Occasional Teachers

13.01 (a)     A Long Term Occasional Teacher shall have his/her salary category determined by a Statement of Evaluation from the Qualification Evaluation Council of Ontario (QECO), Program 5 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.

A Long Term 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 A1 of the above mentioned Collective Agreement.

(b)        Notwithstanding the above, retired teachers who are in possession of a certification rating under the former Carleton Board of Education will be paid as a Long Term Occasional Teacher in accordance with their grandparented category placement.

(c)        When a Long Term Occasional teaching assignment is known in advance, the teacher will be paid the grid salary effective the first day of the assignment.

- 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 A Long Term 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 LTO 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 LTO assignment, whichever is later.
  - (c) When a Long Term Occasional Teacher, through no fault of his/her own, cannot provide the Director of Education or designate with acceptable proof before the above-mentioned dates, the retroactive adjustment shall be protected within the school year if written notification of new qualifications and the attempts to establish his/her new category is provided before the 31 December and the 31 May cut off dates. An acknowledgement card from QECO shall be considered as acceptable proof. Such salary adjustment shall be withheld until acceptable proof is furnished by the teacher to the Director of Education or designate.

13.04 Credit for Previous Teaching Experience

For purposes of placement and progression of Long Term Occasional teachers on the salary schedule, the following shall apply:

- (a) Part-time or full-time teaching experience gained in a day program within the school year while engaged as a teacher holding an Ontario Teaching Certificate, or its equivalent, or as a member in good standing of the Ontario College of Teachers, shall be credited by the Board in determining placement on the salary schedule, provided the employment was either with a school board, or with other than a school board, where the teacher taught a program of study similar to that taught in the Ontario elementary school system.

It is the responsibility of the Occasional Teacher to provide Human Resources with official Certificate(s) of Teaching Experience. Any change to a Long Term Occasional Teacher's credited experience shall be made effective the month following the month in which the statement is received by Human Resources.

- (b) Experience credit under this section shall be granted on the basis of one month credit for each full month employed, with ten months constituting a full school year. A teacher must be employed for at least one-half of the available teaching days in a given month to gain credit for a full month's teaching experience for that month.
- (c) Effective May 13, 2009, teachers on long term occasional assignments shall be credited with previous long term occasional experience up to a maximum of five (5) years. 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 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 a daily rate as set out below for each day worked:

Effective 1 September 2008	\$194.82
Effective 1 September 2009	\$202.61
Effective 1 September 2010	\$208.69
Effective 1 September 2011	\$214.95

- (b) Without Degree - Casual Occasional Teachers who do not hold an approved university degree shall be paid a daily rate as set out below for each day worked:

Effective 1 September 2008	\$168.30
Effective 1 September 2009	\$175.03
Effective 1 September 2010	\$180.28
Effective 1 September 2011	\$185.69
Effective 31 August 2012	\$193.46

- (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 Long Term 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 a long term occasional teaching assignment will receive notification from Human Resources confirming the following: the effective date, the expected end date if known, and their placement on the grid.

13.08 An Occasional Teacher on a long term 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 Cancellation of Assignment

When possible, the occasional teacher will be notified by the Principal/Vice-principal or designate of a cancellation of an assignment the day before the originally scheduled assignment.

- (a) 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.
- (b) In the event of an emergency closure on the day of the assignment of a school or early dismissal for emergency reasons, the occasional teacher will be paid for their scheduled assignment.
- (c) Procedure PR.563.HR (Inclement Weather), as established by the Board and as amended from time to time, shall apply to teachers covered by this Collective Agreement.
- (d) An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for an assignment provided the teacher arrives within a reasonable time of receiving such late request.

13.10 When a long term occasional assignment ends due to the return of the OCETF member, and within five (5) days, the OCETF member requires additional leave, the long term occasional assignment may be offered to the same occasional teacher without a qualifying period.

13.11 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, a Long Term 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:

1 September 2008	\$40.80
1 September 2009	\$41.62
1 September 2010	\$42.87
1 September 2011	\$44.16

ARTICLE 16            LEAVES

16.01        Compassionate Leave

- (a)        A Long Term 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) up to five (5) days leave with pay shall be granted per occasion.

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

16.02        Court Leave

A Long Term 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) A Long Term 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 long term occasional teaching assignment and shall carry over to any subsequent long term 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 a Long Term Occasional Teacher is absent due to personal illness during a long term 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 Local Federation Leave

- (a) At the request of the Local, the Board shall arrange to pay the Local President at a rate of pay determined by the Bargaining Unit, prorated.

The Local agrees to reimburse the Board for the full amount paid in accordance with this article.

- (b) At the request of the Local, the Board shall pay a Long Term Occasional teacher at grid rate when engaged in Union business. A Casual Occasional teacher shall be paid at the daily rate.

The leave request must be in full or half-day increments and shall be directed to the Superintendent of Human Resources or designate.

These leaves shall not exceed seventy-five (75) teaching days in total in any one school year for the Bargaining Unit.

The Local agrees to reimburse the Board the daily rate for an Occasional Teacher.

16.05 Quarantine

(a) Long Term Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, a Long Term Occasional Teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

(b) Casual Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease on site and during a teaching assignment, an Occasional Teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties. The Occasional Teacher must provide proof of a job request to qualify for this leave.

16.06 Religious Holy Days

Leave without loss of pay for recognized religious holy days shall be granted by the Director of Education, or designate, to Long Term Occasional Teachers working a full year, to a maximum of three (3) days in any one school year. Such days will be pro-rated for Long Term Occasional Teachers working less than a full year.

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 long term 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 30.10 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      (a)      Where an Occasional Teacher is required to attend a meeting with a Board representative to deal with matters of discipline or discharge, the Occasional Teacher shall be advised of his/her right to have a representative of the Union at the meeting. The Occasional Teacher shall be allowed a minimum of twenty-four (24) hours to arrange for the attendance of Union representation at the meeting, if desired.
- (b)      The 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.
- 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      (a)      Only appointed Principals and Vice-Principals shall evaluate an Occasional Teacher's competence. Such evaluation shall be made only upon reasonable prior notice.
- (b)      No member of ETFO shall evaluate the performance of an Occasional Teacher.
- 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      HUMAN RESOURCES 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.
- (f) A teacher shall receive a copy of any documentation placed in his/her file which contains information that may be detrimental to the teacher.

20.02 A teacher may request the removal of any disciplinary report after five (5) years of active employment (excluding leaves) provided there has been no disciplinary action in the interim. However, documents relating to investigations or discipline in cases of harassment or abuse (including sexual assault or physical misconduct of any kind) or in matters for which there is a statutory requirement for retention are not removed.

## 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 Arbitration

- (a) Grievances shall be submitted to a sole Arbitrator with either party reserving the right to refer a grievance to an Arbitration Board.
- (b) Each party shall bear one-half of the expenses of the Arbitrator. In the event of an Arbitration Board, 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 Arbitrator or the Arbitration Board
- (c) All time limits fixed herein for the grievance procedure may only be extended with the written consent of the parties.
- (d) 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.
- (e) The Arbitrator or 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.
- (f) 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.
- (g) 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.

21.09 Expedited Arbitration

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.

ARTICLE 22      OCCUPATIONAL HEALTH AND SAFETY ACT

22.01      The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

22.02      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.

The parties will cooperate to facilitate any required corrective measures as provided for by the Act.

ARTICLE 23      FIFTH DISEASE

23.01      The Protocol for Schools Dealing with Pregnant Employees – Fifth Disease, as established October 20, 2003 and as amended from time to time shall apply to Long Term Occasional teachers.

ARTICLE 24      VIOLENT INCIDENTS INVOLVING OCCASIONAL TEACHERS

24.01      The parties recognize the Board's Safe Schools Policy and Procedures.

24.02      Where incidents of aggression or violence involve Occasional Teachers, the Local President and the Superintendent of Instruction, or designate, shall meet to address the matters.

ARTICLE 25      FIRST DUTY

25.01      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 26     STRIKE BY OTHER BOARD EMPLOYEES

26.01     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 37.01(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 27     COLLECTIVE AGREEMENT

27.01     The Employer shall ensure that this Agreement will be available electronically. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.

ARTICLE 28     GENERAL

28.01     (a)    When an Occasional Teacher is called for an assignment, the teacher shall be given information on the nature of the assignment including:

- Teacher and grade
- gym,
- first duty,
- field trips,
- the presence of Fifth Disease in the school, where applicable.

The provision of such information does not restrict the right of the Principal to reassign the Occasional Teacher subject to unexpected circumstances arising at the school.



### Reasonable Access

- (b) 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.
- (c) The school Principal shall ensure that an Occasional Teacher has reasonable access to Board and/or school administrative procedures/routines.
- (d) Serious medical and behavioural information shall be accessible to the Occasional Teacher.
- (e) Adequate support from the school administration in providing supervision and maintaining discipline shall be provided.

### 28.02 Professional Development

- (a) A Long Term Occasional Teacher who is employed during a period when there is a professional activity day will be paid for the day and will be required to participate in the scheduled professional activity sessions. A professional activity day shall not interrupt a long term occasional teaching assignment.
- (b) A Long Term Occasional Teacher is required to attend the professional development day which is normally held on the last day of school.
- (c) With the approval of the organizer of the program, an Occasional Teacher may attend, without pay, scheduled professional development days arranged by the Board.

### 28.03 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. Up to two (2) Occasional Teachers will be paid at the applicable salary rate for attendance at such meetings to a maximum of two (2) meetings per school year.

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

28.04 Lunch Period

An Occasional Teacher shall receive a forty (40) minute uninterrupted lunch period.

28.05 Mileage

Where an Occasional Teacher replaces an itinerant teacher, the Occasional Teacher will be paid mileage/kilometre rate for travel according to Board Policy.

28.06 Timetable

- (a) The timetable for an Occasional Teacher shall be the same as the timetable of the teacher(s) being replaced.
- (b) Occasional teachers may be employed to replace a series of teachers who are not absent but who are involved in other professional activities (e.g. coverage for IPRC meetings, divisional meetings). In such circumstances, the Occasional Teacher will be informed in advance of the nature of the assignment and the timetable for this day will be as directed by the Principal.

28.07 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 DAY OF JUNE 2009, IN THE CITY OF OTTAWA.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

---

Lynn Scott  
Chair of the Board

---

David Wildman  
President, OCEOTA

---

Lyall Thomson  
Director of Education/Secretary of the Board

---

Pat Dixon  
Member, Collective Bargaining Committee

---

Janice McCoy  
Superintendent of Human Resources

---

Bonnie Robinson  
Member, Collective Bargaining Committee

---

Ann O'Dacre  
Labour Relations Officer

---

Dana Merrigan  
Member, Collective Bargaining Committee

---

Laura McAlister  
Superintendent of Instruction

---

Susan Ansara  
Executive Assistant, ETFO

---

Nancy Brady  
Principal

---

William McNeely  
Human Resources Officer

---

Carolyne Lynch  
Labour Relations Administrator

---

Monique Lemire  
Human Resources Administrator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

Long Term Occasional Teaching Opportunities

Information regarding long term occasional teaching opportunities will be made available through the Board's electronic application system under the following circumstances:

- (a) Where the assignment is expected to exceed four (4) school months; and
- (b) Where the leave is requested and approved three (3) school weeks prior to the commencement of the assignment.

Qualified Occasional Teachers may express an interest in long term occasional teaching opportunities through the Board's electronic application system. The Board will not be obliged to interview Occasional Teachers who have expressed an interest. Only those Occasional Teachers who have been selected for an interview will be contacted.

- (c) First consideration will be given to those Occasional Teachers who express an interest and have identified that they have acquired more than 20 days of occasional teaching experience with the Board.

Signed in the City of Ottawa this \_\_ day of June 2009.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OCEOTA

\_\_\_\_\_  
Director of Education/Secretary of the Board

\_\_\_\_\_  
Negotiator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

Electronic Call Out System

1. The parties agree to establish a joint committee to investigate the establishment of an electronic call out system for casual daily assignments to be implemented by 31 August 2011.
2. The committee shall include up to three (3) representatives from the Local and up to three (3) representatives from the Board. The Board will provide release time for two OCEOTA members.
3. Meetings of the Committee shall be scheduled to commence within thirty (30) days of ratification.
4. Issues to be discussed may include, but not be limited to, the following: required features of the system; operation; responsibilities of the participants; protocols; implementation date.
5. When an automated call out system is implemented, the parties agree to amend/delete the appropriate articles accordingly.

Signed in the City of Ottawa this \_\_ day of June 2009.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OCEOTA

\_\_\_\_\_  
Director of Education/Secretary of the Board

\_\_\_\_\_  
Negotiator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

Workplace Violence

The Board and the Union shall establish a Joint Committee on Workplace Violence, consisting of up to three (3) representatives each, no later than February 28, 2010. The Committee shall review the recommendations from the Provincial Joint Task Group and determine OCDSB implementation strategy for such recommendations for the 2010-11 school year and beyond. The Board will provide release time for two OCEOTA members.

Signed in the City of Ottawa this \_\_\_ day of June 2009.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OCEOTA

\_\_\_\_\_  
Director of Education/Secretary of the Board

\_\_\_\_\_  
Negotiator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

EI Hours

Effective September 1, 2009, it is understood and agreed by the parties that subject to Human Resources and Skills Development Canada Federal Department (HRSD) rules, the daily hours of work for a full day assignment for EI reporting purposes, shall be recognized as 8.

Signed in the City of Ottawa this \_\_\_ day of June 2009.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OCEOTA

\_\_\_\_\_  
Director of Education/Secretary of the Board

\_\_\_\_\_  
Negotiator

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

Salary Re-opener

If the Provincial Government provides to the Board, additional and on-going funding for Elementary Occasional Teachers during the term of this agreement (beyond that required to fund the salary increases set out in Article 13 of this collective agreement) then the daily rates for that year or those years shall be increased and the qualifying period to LTO adjusted as follows:

(a) to the extent permitted by the amount of such funding,

or

(b) to achieve parity with the secondary occasional teachers in terms of daily rate and days to LTO

whichever is less.

Signed in the City of Ottawa this \_\_\_ day of June 2009.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE OTTAWA CARLETON ELEMENTARY  
OCCASIONAL TEACHERS' ASSOCIATION

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
President, OCEOTA

\_\_\_\_\_  
Director of Education/Secretary of the Board

\_\_\_\_\_  
Negotiator



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