

COLLECTIVE AGREEMENT

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(hereinafter referred to as "the Employer")

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
(District 25 Occasional Teachers' Bargaining Unit)**

(hereinafter referred to as 'the Bargaining Unit')

Effective 1 September 1998 to 31 August 2000



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

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ARTICLE 1 - PURPOSE.

- 1.01 It is the purpose of the parties to this agreement, hereinafter referred to as this "Collective Agreement" or the "Agreement", to set forth certain of the conditions of employment together with the salaries and benefits of Occasional Teachers, hereinafter referred to as "occasional teachers", or "casual or extended occasional teachers", covered by this Collective Agreement and employed by the Ottawa-Carleton District School Board in its secondary schools.
- 1.02 Where reference indicating gender or sex is used throughout this agreement, the other gender or sex shall be equally included.

ARTICLE 2- TERM AND EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect from 1 September 1998 and shall remain in effect until 31 August 2000 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 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 Bargaining Unit.
- 2.03 Except as specifically provided, the terms and conditions of this Agreement shall have effect on the date of ratification.

ARTICLE 3 - RECOGNITION

- 3.01 The Ottawa-Carleton District School Board recognises the Ontario Secondary School Teachers' Federation as the bargaining agent for all occasional teachers employed by the Board in the secondary panel.
- 3.02 The Employer recognises the Negotiating Committee of the Bargaining Unit as the official body to represent the Union and to negotiate on their behalf. The Bargaining Unit recognises the Negotiating Committee of the Ottawa-Carleton District School Board as the official body to represent the Ottawa-Carleton District School Board and to negotiate on their behalf.

ARTICLE 4- **DEFINITIONS AND SCOPE**

- 4.0 1 Casual Occasional teacher means an employee whose employment is **for a** period that may be less than twenty (20) consecutive and uninterrupted days to be taught in one position.
- 4.02 i) Effective the date of ratification, an Extended Occasional teacher means an employee whose employment as a Casual Occasional teacher in one (1) position has been for a continuous and uninterrupted period of twenty (20) instructional days or more.
- ii) For the purpose of establishing the twenty (20) day period, a partial day (i.e. part-time assignment) shall be counted as one (1) day.
- iii) During the twenty (20) day continuous period, absence without pay for personal reasons of two (2) 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.
- iv) During the twenty (20) day continuous period, absences for professional activities or professional development days, days spent in negotiations or days spent on Federation leave will not break the continuity but they will not be included as part of the twenty (20) day continuous period.
- v) Unless otherwise stipulated in this collective agreement, absences for personal reasons, or for professional activities or professional development will be granted without pay.
- vi) The status, rights and salary applicable to employment as an Extended Occasional Teacher shall be pro-rated to the actual full-time equivalent assignment.
- 4.03 Occasional Teacher List as outlined in Article 11, Occasional Teacher List, means a list of all occasional teachers who have been accepted by the District School Board to teach as occasional teachers in the secondary panel of the Ottawa-Carleton District School Board.
- 4.04 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.
- 4.05 Uncertified means an occasional teacher who does not hold a valid Ontario Teachers' Certificate or equivalent,

- 4.06 Qualified means having a specific subject qualification on an Ontario Teachers' Certificate of Qualification.

ARTICLE 5- UNION SECURITY

- 5.01 (a) All secondary 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 Labour Relations Act. OSSTF shall notify the Employer of the OSSTF dues owing and such amount shall be a fixed amount that will be deducted from each pay.
- (b) Such dues shall be remitted to the Treasurer of the OSSTF, 60 Mobile Drive, Toronto, within thirty (30) days of the dues being deducted. A copy of each dues submission list submitted to the OSSTF shall be forwarded to the Bargaining Unit.
- (c) The Union agrees to provide the Employer with notice in writing of its desire to alter the amount of such dues before 31 August in each year. Changes in dues shall be implemented by the Employer in the first possible pay period following such notice or at such later date as may be requested.
- 5.02 (a) The Employer shall deduct a local levy from the salary payments made to employees.
- (b) The Bargaining Unit shall notify the Employer of the local levy owing, and agrees to provide the Employer with at least four weeks' notice in writing of its desire to alter the amount of such local levy.
- (c) All local levies deducted shall be remitted to the Treasurer of the OSSTF, District 25 within thirty (30) days of the dues being deducted. Two dues submission lists will be provided, one listing casual occasional teachers and one listing extended occasional teachers. Each list will contain the employee's name, EIN and the amount of dues deducted. A copy of each dues submission list submitted to the OSSTF shall be forwarded to the Bargaining Unit.
- 5.03 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.

- 5.04 The statement of remuneration (T4) income tax slip provided each year by the Employer shall indicate the amount of fees paid by each occasional teacher during the previous calendar year.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The Parties agree there shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. Lockout or strike shall be as defined in the Ontario Labour Relations Act.

ARTICLE 7- MANAGEMENT RIGHTS

- 7.01 The Union recognizes and accepts that it is the right of the Employer to manage its affairs, schools and employees except as expressly limited in this agreement.
- 7.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Collective Agreement.
- 7.03 The Parties recognize the right of each party to obtain assistance from advisors, agents or counsel to assist the party in matters pertaining to the negotiation and administration of this Agreement. Each party shall be responsible for all fees and expenses incurred to provide for the service of their representatives.
- 7.04 The Board and the Union agree that the provisions of this article do not preclude consultations by the Board and the Union concerning any matters relating to members of this bargaining unit.

ARTICLE 8 - CORRESPONDENCE

- 8.01 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 Bargaining Unit and the Superintendent of Human Resources or designate.

ARTICLE 9 - NEGOTIATING COMMITTEE

- 9.01 For purposes of negotiations between the parties, the Employer shall recognize a Bargaining Unit Collective Bargaining Committee.

- 9.02 A maximum of two (2) 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.
- 9.03 The Bargaining Unit shall notify the Superintendent of Human Resources of the names of its elected and appointed representatives.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

- 10.01 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 of mutual concern.
- The group shall meet at the request of either party. It shall be composed of two (2) Bargaining Unit members and two (2) Board representatives.

ARTICLE 11 - OCCASIONAL TEACHERS

The Parties agree that an electronic form of the Occasional Teacher List may be implemented during the term of the collective agreement following consultation by the parties. The Employer will ensure that the Bargaining Unit will continue to have access to the List. The parties recognize that, following the implementation of an electronic list, hard copies may no longer be necessary.

- 11.01 The Employer shall furnish to the Bargaining Unit three copies of a list comprising members of the bargaining unit who are available for occasional teaching assignments in secondary schools. The initial list shall be furnished on or before 30 September and updated Lists every two months thereafter on the first of the month.
- 11.02 The List will be maintained by the Employer alphabetically and by subject area. Copies of the List will be distributed to the Bargaining Unit President on or before 30 September and updated Lists every two months thereafter on the first of the month.
- 11.03 The names of teachers who officially make themselves available for occasional teaching assignments shall comprise the list 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.

- 11.04 For each bargaining unit occasional teacher whose name is entered on the Occasional Teachers List, the following information will be provided: name, address, telephone number, subject(s) in which the teacher is qualified according to her/his Ontario Teacher's Certificate of Qualification, teaching preferences regarding specific school(s) and geographical locations, Employee Identification Number and status (e.g. OT, EOT, for hire).
- 11.05 An occasional teacher who has not worked for a period of two (2) school months shall be removed from the list unless she/he confirms her/his availability to the Employer in writing. Removal will be reflected in the subsequent list.
- 11.06 When names are added to or deleted from the list or corrections are made to the List, the Bargaining Unit shall be so notified monthly. It is understood that deletions from the list will only be available one month following the two months not worked.

ARTICLE 12 - STAFFING

12.01 Requirement to Post

A vacancy will require the hiring of an Extended Occasional Teacher, as defined in Article 4 - Definitions, when it is known at the outset of the absence that a regular teacher will be absent for at least twenty (20) consecutive days.

- 12.02 If an Occasional teacher has been performing the duties of an absent teacher and it becomes known that the position will become an extended occasional position, the position will be posted. The occasional teacher shall be offered an interview for the extended occasional teaching position.
- 12.03 The Board shall post all positions replacing regular teachers who have been approved for a leave of absence that would normally be filled with an extended occasional teacher.
- 12.04 When a vacancy as described in Article 12.03 arises, a notice of the vacancy shall normally be posted for at least five (5) working days, on designated bulletin boards electronically and in the central Board office and a copy forwarded to the President of the Bargaining Unit.

12.05 Interview and Selection

- (a) The Board shall fill known extended occasional teaching positions from among the Occasional teachers on the list. At least three (3) qualified applicants, including occasional teachers who are not in receipt of a teacher's pension will be interviewed. If fewer than three (3) qualified applicants apply, all applicants will be interviewed.
- (b) A list of Extended Occasional Teachers will be provided to the President of the Bargaining Unit on a monthly basis as set out in the dues submission list.

12.06 Principals, or their designate, shall inform any occasional teacher who is interviewed for any extended occasional vacancy of the results of such an interview as soon as practicable. An occasional teacher who has been unsuccessful in the interview, shall, upon request, be entitled to a debriefing by the interviewer.

12.07 In the event that the position cannot be filled in accordance with Article 12.05 (a), the Board may advertise externally.

ARTICLE 13- SALARY

The following article shall be effective I September 1999 (subject to the Implementation Agreement):

13.01 Grid Placement

(a) With Certificate

An extended occasional teacher who holds a valid OSSTF Certification Rating statement and OSSTF Certification Rating statement covering letter on file with the Employer 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 OSSTF District 25 TPA unit with teaching experience as recognised under Article 13 (Salary) of this Collective Agreement.

(b) Without Certificate

An extended occasional teacher who does not hold a valid OSSTF Certification Rating statement and OSSTF Certification Rating statement covering letter on file with the Employer shall be paid Group 1 of the salary schedule of the Collective Agreement between the Ottawa-Carleton

District School Board and the OSSTF District 2.5 TPA unit, with teaching experience as recognised under Article 13 (Salary) of this Collective Agreement.

(c) Retroactivity

An extended occasional teacher as defined in Article 4 (Definitions) and Scope, will receive salary in accordance with Articles 13.01 (a) and 13.01 (b) retroactive to the first day of the assignment.

13.02 Proration for Part-time Assignments

The parties agree that the wage rates specified herein shall be prorated for less than full-time assignments.

13.03 Certification Documents

Category placement for Extended Occasional Teachers shall be determined in accordance with the certification chart recognised in the Collective Agreement between the Ottawa-Carleton District School Board and the OSSTF District 25 TPA Unit. This Certification Rating Statement and OSSTF Certification Rating statement covering letter are the only statements acceptable for verification of category.

13.04 Category Changes

(a) With Prior Notification

Where an extended occasional teacher submits to the Human Resources Department a copy of the OSSTF acknowledgement card for categorization, during the extended occasional teaching assignment, the change in salary shall be retroactive to the beginning of the extended occasional assignment once the teacher has submitted an OSSTF Certification Rating Statement and OSSTF. Certification Rating statement covering letter.

(h) Without Prior Notification

Where an extended occasional teacher submits an OSSTF Certification Rating Statement and OSSTF Certification Rating statement covering letter to the Human Resources Department without having previously provided a copy of the acknowledgement card, the change in salary shall be made retroactive to the beginning of the pay period in which the Certification Rating Statement and OSSTF. Certification Rating statement covering letter was received by the Human Resources Department.

13.05 **13.05** Teaching Experience for Extended Occasional Teachers

- (a) Only part-time or full-time teaching experience as a regular day school teacher gained while engaged as a teacher holding an Ontario College of Teachers Certificate or its equivalent shall be credited by the Board in determining an extended occasional teacher's placement on the salary scale.

It is the responsibility of the occasional teacher to provide the Human Resources Department with official Certificate(s) of Teaching Experience.

- (b) Any change in an extended occasional teacher's credited contract experience shall be made retroactive to the beginning of the pay period in which the Certificate of Experience was received by the Human Resources Department

A certificate of experience shall indicate: whether the employment was part-time/full-time, probationary/permanent as a regular day school teacher on contract or elementary/secondary; start and end dates; if any leaves were taken and signature of school board representative.

- (c) Annual Extended Occasional Experience

Teachers on extended occasional teaching assignments with the OCDSB shall be credited with previous extended occasional experience up to a maximum of one year's experience where the individual assignments exceed four (4) months in duration. Credit shall be on the basis of one month equals 0.1 year. Credits for the previous year's experience shall be recorded each 1 September, beginning 1 September 1999 based on existing records from the predecessor Boards. 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's teaching experience for that month.

13.06 Casual Occasional Teacher Rate

Effective 1 September 1999, casual occasional teachers who have an Ontario Teaching Certificate or its equivalent shall be paid \$159.45 for each day of employment.

Notwithstanding the above, effective 1 September 1999, occasional teachers working in former Ottawa Board of Education schools shall be paid at the rate of **\$146.50**. Effective 1 March 2000 the rate of pay shall be increased to \$159.45.

13.07 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.

13.08 Extended Occasional Assignment Letter

An occasional teacher placed on an extended occasional teaching assignment will receive a letter from the Human Resources Department confirming the assignment as follows: the effective date, the expected end date if known, the salary category, experience, and the per diem rate.

13.09 Notice Period for Extended Occasional Assignments

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 assignments 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.

13.10 Cancelled Assignments (upon reporting)

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.

School Closures

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.

13.11 Record of Employment Requests

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

- 14.01 Effective January 2000, occasional teachers will 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. Prior to January 2000, existing pay periods will remain in effect.

ARTICLE 15 - BENEFITS

- 15.01 After two 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

The benefits allowance will be prorated to the actual full-time equivalent assignment.

- 15.02 Employees of the Board who are otherwise enrolled in the Board's benefits package shall not be eligible for the allowance in Article 15.01 .

ARTICLE 16 - SICK LEAVE CREDITS

- 16.01 Allocation

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 full time equivalent teaching assignment.

- 16.02 Accumulation

The sick leave credits 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 extended occasional teacher is hired into a regular contract position with the Board within the same school year with no interruption in service. Sick leave accumulated during the period as an extended occasional teacher shall not be used in the calculation of a sick leave gratuity.

ARTICLE 17 - LEAVES

17.01 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 or child) three (3) days leave with pay shall be granted per occasion:

The leave and its 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.

17.02 Court 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 proceedings 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.

17.03 Quarantine

(a) Extended Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, an extended 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.

17.04 Other Leave - Without Pay

Without jeopardy to his/her status under this collective agreement, an occasional teacher on the current Secondary Occasional Teachers' List may

elect to take a general leave of absence without pay for up to one (1) year. Written notice of the start and end dates of the leave must be submitted to the Board. An extension to this leave of up to one (1) year, may be granted by the Board following a written request by the teacher. Said teachers shall be listed as On Leave on the List.

ARTICLE 18- FEDERATION LEAVE

18.01 The Board shall grant Extended Occasional Teachers leave, at the request of the Union, to members of the Occasional Teachers' Bargaining Unit for the purpose of conducting Union business. These requests in full or 1/2 day increments shall not exceed ten (10) teaching days in total in any one school year for the Bargaining Unit.

The Bargaining Unit agrees to reimburse the Board for the full cost of salaries and benefits allowance for federation leave taken by each extended occasional teacher.

Requests for Federation Leave shall be directed to and arrange with the Superintendent of Human Resources or designate. All requests for such leaves shall be co-ordinated through the Bargaining Unit.

ARTICLE 19 - PROBATIONARY PERIOD-

- 19.01 (a) An occasional teacher shall be considered to be on probation until the employee has taught a minimum of thirty (30) instructional days within one (1) school year or forty (40) instructional days within two (2) school years.
- (b) An occasional teacher who has previously completed his/her 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.
- (c) In the event of a break in active service, e.g. leave of absence, the probationary period as defined in 19.01 (a) will recommence immediately following the absence.

19.02 Notwithstanding the above, occasional teachers hired prior to 1 September 1999 shall be deemed to have completed the probationary period.

ARTICLE 20- PERFORMANCE EVALUATION

- 20.01 Any evaluation of an occasional teacher shall be done by, and signed by the Principal/Vice-Principal with a copy to the occasional teacher. A meeting shall be held to discuss the evaluation at the request of either party.
- 20.02 The occasional teacher shall be given an opportunity to initial or sign the evaluation and to make written comments if so desired. This opportunity shall occur before anyone other than the occasional teacher and the Principal/Vice-Principal see the evaluation. Initials or signature indicates only that the occasional teacher has seen the evaluation.

ARTICLE 21- DISCIPLINE AND DISCHARGE

- 21.01 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.
- 21.02 An occasional teacher shall be notified, in writing, of the grounds for discipline or discharge and the Bargaining Unit 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.
- 21.03 Notwithstanding any other provision of this Agreement, a probationary employee may be discharged for reasons less serious than a non-probationary employee.

ARTICLE 22 - GRIEVANCE/ARBITRATION PROCEDURE

Definition

- 22.01 A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- 22.02 The Parties to any grievance or arbitration under this provision shall be:
 - i) the Board, and
 - ii) the Bargaining Unit
- 22.03 For the purposes of this Article, the definition of day shall be a day for the purposes of the Day School programme.

- 22.04 An occasional 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 and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the occasional teacher, may submit a grievance as provided herein.
- 22.05 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance arbitration procedure.
- 22.06 A grievance dealing with the dismissal of an employee, subject to Article (Discipline and Discharge), may be submitted directly to Step 2 of the grievance procedure, within ten (10) working days of the employee being officially advised of dismissal.

Individual Grievance

22.07 Step 1

A grievance(s) must be signed by the President of the Bargaining Unit or designate and submitted in writing to the Superintendent of Human Resources or designate within twenty (20) days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name(s) of the grievor(s), the facts giving rise to the grievance, the provision(s) of the Collective Agreement alleged to have been violated, and shall indicate the specific relief sought.

The Superintendent or designate shall respond to the grievance in writing within ten (10) days of the receipt of the grievance.

22.08 Step 2

Failing settlement at Step 1 the grievance may be submitted by the Bargaining Unit in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will be held with the grievor, a Bargaining Unit representative and the Director of Education, or designate(s). A written response will be provided to the Bargaining Unit from the Director of Education or designate within five (5) days of the meeting.

22.09 Step 3

Failing settlement at Step 2, the Bargaining Unit may submit the grievance to arbitration within ten (10) days of receipt of the response.

Policy Grievance

22.10 The Bargaining Unit and the Board shall have the right to file a policy 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 Bargaining Unit or the Director of Education.

Grievance Mediation

22.11 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation at any state 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.

The timelines in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

Arbitration

22.12 A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted by the Bargaining Unit for binding arbitration pursuant to the Ontario Labour Relations Act, provided the grieving party shall provide written notice to the other party within ten (10) days of receipt of the response at Step 2 of its intention to refer the matter to arbitration.

The notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

- 22.13 Each of the parties 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.
- 22.14 The Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.
- 22.15 (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties and shall be considered to be mandatory.
- (b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.
- (c) If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit 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) If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the party submitting the grievance may proceed directly to the next step in the procedure.
- (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 cost for any persons called by them, and all reasonable arrangements will be made for such persons to attend.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

- 23.01 An extended occasional teacher who is scheduled to work when there is a professional activity day shall be paid at a rate prorated to his/her extended

occasional assignment, provided that the extended occasional teacher participates in the scheduled professional activities. A professional activity day shall not interrupt an extended occasional teaching assignment.

- 23.02** Subject to space availability, all teachers on the Secondary Occasional Teachers' list may participate in Board approved professional development activities without pay. All incidental costs shall be borne by the Occasional teacher.
- 23.03** Occasional teachers may apply to the appropriate Superintendent for professional development funding in order to attend conferences, courses and other professional development activities. Approval for funding shall reside with the Superintendent.

ARTICLE 24 - HUMAN RESOURCES FILE

- 24.01 (a) An occasional teacher or another individual having written authorization from the occasional teacher shall, upon making an appointment, have access during normal business hours, or such other time as may be arranged, to the human resources file that relates to the occasional teacher. Such access shall be granted upon reasonable prior notice and in the presence of a Human Resource Officer or designate.
- (b) If an occasional teacher disputes the accuracy or completeness of any information in his/her human resources file, the occasional teacher may make application in writing to the Director of Education or designate to have the information corrected. A copy of the occasional teacher's letter will be placed in the occasional teacher's human resources file. Where the parties agree that the information is inaccurate, it shall be corrected.
- In addition, an occasional teacher shall have the right to respond in writing to any document contained in or to be placed in the occasional teacher's human resources file. The written response by the occasional teacher shall become part of the occasional teacher's permanent human resources file.
- (c) Where the Board is required to furnish information on an occasional teacher to an outside agency by a court order or legislative requirement, the occasional teacher will be notified that this information has been requested and has been or will be provided.

ARTICLE 25- DISTRIBUTION OF THE AGREEMENT

- 25.01 Each Occasional Teacher shall receive a copy of this Collective Agreement.

25.02 The Employer and the Bargaining Unit shall equally share all costs of printing and distribution of this Collective Agreement.

ARTICLE 26 - GENERAL

26.01 Access

The school Principal or designate shall ensure that an occasional teacher has reasonable access to classrooms, records, courses of study, texts, tapes, supplies, equipment, and all other requirements necessary to perform the duties assigned and reasonable access to Board or school administrative procedures.

26.02 Lunch Period

An occasional teacher whose assignment exceeds one half (1/2) of the regular school day shall receive a forty (40) minute uninterrupted lunch period.

26.03 Mileage

Where an occasional teacher replaces an itinerant contract teacher, the occasional teacher will be paid the mileage/kilometer rate for travel according to Board Policy, as amended from time to time.


26.04 Bulletin Boards

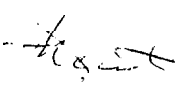
The Employer will provide bulletin board space in each secondary school for posting notices.


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 FEBRUARY 2000, IN THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON.

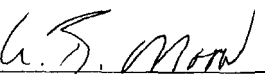
OTTAWA-CARLETON DISTRICT SCHOOL BOARD

OSST# (OCCASIONAL TEACHERS' BRANCH)

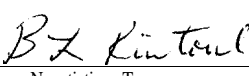

Chairman of the Board



President, District 25


Director of Education


Member, Negotiating Team


Superintendent of Human Resources


Member, Negotiating Team


Labour Relations Officer


Member, Negotiating Team

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHERS' BARGAINING UNIT
OSSTF District 25 (Ottawa-Carleton)


SENIORITY

The parties agree to refer the issue of seniority for members of the Bargaining Unit to the Labour Management Committee established under this collective agreement.

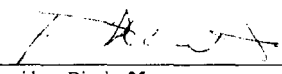
Signed in the Regional Municipality of Ottawa-Carleton this day of February 2000.

Ottawa-Carleton District School Board



Occasional Teachers' Bargaining Unit,
OSSTF District 25 (Ottawa-Carleton)




Chairman of the Board



President, District 25

Director of Education



Secretary, Collective Bargaining Committee

