



## **COLLECTIVE AGREEMENT**

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**between**

**THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD**

**(hereinafter referred to as “the Employer”)**

**and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION  
(District 25 Occasional Teacher Bargaining Unit)**

**(hereinafter referred to as “the Bargaining Unit”)**

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

**12376 (05)**

**SECONDARY OCCASIONAL TEACHERS  
(OSSTF DISTRICT 25)**

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

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## TABLE OF CONTENTS

ACCOMMODATION .....	Article 29 .....	22
BENEFITS ALLOWANCE .....	Article 15 .....	12
CORRESPONDENCE.....	Article 8.....	6
CRIMINAL BACKGROUND CHECKS .....	Article 30 .....	22
DEFINITIONS AND SCOPE.....	Article 4.....	2
DISCIPLINE AND DISCHARGE.....	Article 21 .....	15
DISTRIBUTION OF THE AGREEMENT.....	Article 26.....	21
FAMILY MEDICAL LEAVE.....	Article 32.....	23
Entitlement to Leave.....	.....	23
General Provisions for Family Medical Leave.....	.....	24
FEDERATION LEAVE .....	Article 18.....	14
GENERAL.....	Article 27.....	21
Access .....	.....	21
Lunch Period.....	.....	21
Mileage .....	.....	21
Bulletin Boards .....	.....	21
Mailbox.....	.....	22
Meeting with Principal Representatives .....	.....	22
GRIEVANCE/ARBITRATION PROCEDURE.....	Article 22.....	16
Definition.....	.....	16
Individual Grievance.....	.....	16
Policy Grievance.....	.....	17
Grievance Mediation.....	.....	17
Arbitration.....	.....	18
HEALTH AND SAFETY.....	Article 24.....	19
HUMAN RESOURCES FILES.....	Article 25.....	20
LABOUR MANAGEMENT COMMITTEE.....	Article 10.....	6
LEAVES .....	Article 17.....	13
Compassionate Leave .....	.....	13
Court Leave.....	.....	13

Quarantine.....	.....	14
Leaves Without Pay .....	.....	14
MANAGEMENT RIGHTS .....	Article 7.....	5
NEGOTIATING COMMITTEE .....	Article 9.....	6
NO DISCRIMINATION .....	Article 31 .....	23
OCCASIONAL TEACHERS LIST.....	Article 11 .....	6
PAY DATES.....	Article 14.....	12
PERFORMANCE EVALUATION.....	Article 20.....	15
POSITIONS OUTSIDE OF THE BARGAINING UNIT .....	Article 28.....	22
PROBATIONARY PERIOD.....	Article 19.....	15
PROFESSIONAL DEVELOPMENT.....	Article 23 .....	19
PURPOSE.....	Article 1 .....	1
RECOGNITION .....	Article 3.....	2
SALARY .....	Article 13.....	8
Grid Placement .....	.....	8
Proration of Part-time Assignments.....	.....	9
Certification Documents .....	.....	9
Category Changes.....	.....	9
Teaching Experience for Long Term Occasional Teachers .....	.....	10
Casual Occasional Teacher Rate.....	.....	10
Long Term Occasional Assignment Letter.....	.....	11
Notice Period for Long Term Occasional Assignments ....	.....	11
Cancelled Assignments (upon reporting) .....	.....	11
School Closures .....	.....	11
Record of Employment Requests .....	.....	12
STAFFING .....	Article 12.....	7
Requirement to Post.....	.....	7
Interview and Selection .....	.....	8
SICK LEAVE CREDITS.....	Article 16.....	12
Allocation.....	.....	12
Accumulation.....	.....	13

STRIKES AND LOCKOUTS .....	Article 6.....	5
TERM AND EFFECTIVE PERIOD.....	Article 2.....	1
UNION SECURITY .....	Article 5.....	4

ADDENDUMS:

LETTERS OF UNDERSTANDING

Apply to Education .....	.....	26
Professional Development .....	.....	27
Casual Rate of Pay .....	.....	28
Electronic Log Books .....	.....	29
New Teacher Induction Program.....	.....	30
Consultation .....	.....	31
Consultation Occasional Teacher's List .....	.....	32

**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 long term occasional teachers”, covered by this Collective Agreement and employed by the Ottawa-Carleton District School Board in its secondary schools.
- 1.02 It is the purpose of this Agreement to establish mutually beneficial relations between the Employer and the Ontario Secondary School Teachers’ Federation (OSSTF) District 25, Occasional Teacher Bargaining Unit.
- 1.03 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 2008 and shall remain in effect until 31 August 2012 and from year to year thereafter, unless either party notifies the other party, in writing, as to its desire to renew the Agreement with or without modification, pursuant to the Ontario Labour Relations Act.
- 2.02 Notwithstanding the period of notice cited in article 2.01, either party may notify the other, in writing within the period commencing 1 April prior to the expiration date, that it desires to renew the Agreement with or without modification.
- 2.03 If either party gives notice of its desire to renew the Agreement in accordance with Article 2.01 or Article 2.02, the parties shall meet within fifteen (15) days from the giving of notice, or such longer period as may be agreed by the parties, to commence negotiations for the renewal of the Agreement.
- 2.04 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.
- 2.05 Except as specifically provided, the terms and conditions of this Agreement shall have effect on the date of ratification.

**ARTICLE 3 -                     IGNITION**

- 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 recognizes 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.
- 3.03 The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

**ARTICLE 4 -                     DEFINITIONS AND SCOPE**

- 4.01 Effective 1 September, 2008 Casual Occasional teacher means an employee whose employment is for a period that may be less than ten (10) consecutive and uninterrupted days to be taught in one position.
- 4.02 Effective 1 September, 2008:
- (a) Long Term 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 ten (10) instructional days or more.
  - (b) For the purpose of establishing the ten (10) day period, a partial day (i.e. part-time assignment) shall be counted as one (1) day.
  - (c) During the ten (10) 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 ten (10) day continuous period.
  - (d) During the ten (10) 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 ten (10) day continuous period.

- (e) Unless otherwise stipulated in this Collective Agreement, absences for personal reasons, or for professional activities or professional development will be granted without pay.
  - (f) The status, rights and salary applicable to employment as a Long Term Occasional teacher shall be pro-rated to the actual full-time equivalent assignment.
- 4.03 (a) Occasional Teacher List: as outlined in Article 11, means a list of all occasional teachers who have been accepted by the Ottawa-Carleton District School Board to teach as occasional teachers in the secondary panel of the Board.
- (b) Throughout the Agreement, List shall mean the Occasional Teacher List.
- 4.04 Certified means an occasional teacher who holds a valid Ontario College of Teachers Certificate of Qualifications or valid Ontario College of Teachers Interim Certificate of Qualifications and who is a member in good standing of the Ontario College of Teachers.
- 4.05 Uncertified means an occasional teacher who does not hold a valid Ontario College of Teachers Certificate of Qualifications or valid Ontario College of Teachers Interim Certificate of Qualifications or who is not a member in good standing of the Ontario College of Teachers.
- An occasional teacher on a Letter of Permission shall not be added to the Occasional Teacher List.
- 4.06 Qualified means having a specific subject qualification on a valid Ontario College of Teachers Certificate of Qualifications or valid Ontario College of Teachers Interim Certificate of Qualifications.
- 4.07 "Bargaining Unit" means the OSSTF District 25 Occasional Teacher Bargaining Unit."
- 4.08 "Union," "OSSTF," "O. S. S. T. F.," and "Federation" all mean the Ontario Secondary School Teachers' Federation.
- 4.09 "Board" means the Ottawa-Carleton District School Board.
- 4.10 "Parties" mean the Bargaining Unit and the Board.



**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. 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.

Nothing in this provision shall require the Employer to discharge an employee.

- (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 also be sent to the Bargaining Unit President.
- (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) 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.
- (b) The Bargaining Unit shall notify the Employer of the local levy owing, and 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.
- (c) All local levies deducted shall be remitted to the Treasurer of the OSSTF, District 25 within thirty (30) days of the levies being deducted. A levy submission list will be provided listing casual occasional teachers and long term occasional teachers. The list will be submitted to the OSSTF and shall also be sent to the Bargaining Unit President. The list will contain the employee's name, EIN and the amount of levies deducted.

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 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the Ontario Labour Relations Act.

6.02 In the event of a strike by other employees of the Board, the Parties agree that:

- i) the Employer shall notify the President of the Bargaining Unit immediately when the situation is evident;
- ii) a Consultative Committee comprised of two (2) representatives of the Bargaining Unit and two (2) representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to the members of the Secondary Occasional Teacher Bargaining Unit;
- iii) where the parties mutually agree, a meeting may be held jointly with other OSSTF Local Units.

Specifically the committee will address the following issues:

- iv) the health, safety and duties of the Secondary Occasional Teacher Bargaining Unit's members during the strike;
- v) other strike related issues which may affect members of the Secondary Occasional Teacher Bargaining Unit.

**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 three (3) 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.

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 up to three (3) Bargaining Unit members and up to three (3) Board representatives.

**ARTICLE 11 - OCCASIONAL TEACHERS LIST**

11.01 The Employer shall provide an electronic list comprising members of the Bargaining Unit who are available for occasional teaching assignments in secondary schools. The initial electronic list shall be available on or before 30 September and updated monthly.

11.02 The electronic List will be maintained by the Employer alphabetically and by subject area.

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(s), subject(s) in which the teacher is qualified according to her/his Ontario College of Teachers Certificate of Qualification, or Ontario College of Teachers Interim Certificate of Qualification, teaching preferences regarding specific school(s) and geographical locations, Employee Identification Number and status (e.g. OT, LTO, for hire).

11.05 (a) The Employer will only accept applications to the occasional teacher list prior to November 1 for that school year. Additional applications will be accepted where it is determined by the Human Resources Officer (Secondary panel), in consultation with the Bargaining Unit President, that additional occasional teachers are necessary in specific areas.

An occasional teacher who has not worked from September 1 to February 28 shall be removed from the list as of March 15 of each year.

(b) Part-time contract teachers will not be subject to the timeline restriction of Article 11.05 (a).

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 purging of the list.

## **ARTICLE 12 - STAFFING**

### 12.01 Requirement to Post

A vacancy will require the hiring of a Long Term 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 a period of time as defined in Article 4.

12.02 If an occasional teacher has been performing the duties of an absent teacher and it becomes known that the position will become a long term occasional position, the position will be posted.

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 a Long Term 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. Notice of all Long Term Occasional teacher vacancies shall be forwarded to the Bargaining Unit President.

12.05 Interview and Selection

(a) The Board shall fill known long term occasional teaching positions from among the occasional teachers whose names appear on the last published 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. Occasional teachers who wish to be considered for a long term occasional teaching position must apply to the posting. The Employer shall notify the Bargaining Unit President if it intends to post externally for a vacant position.

(b) A list of Long Term 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 long term 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 (a) In the event that the position cannot be filled in accordance with Article 12.05 (a), the Board may, in consultation with the Bargaining Unit President, appoint a Long Term Occasional teacher on a Letter of Permission or advertise externally.

(b) The names of Long Term Occasional teachers hired on Letters of Permission from the Ministry and Letters of Approval from the College of Teachers will be provided to the Bargaining Unit president.

**ARTICLE 13 - SALARY**

13.01 Grid Placement

(a) With Certificate

A Long Term 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 (Teacher Bargaining Unit) with teaching experience as recognised under Article 13 (Salary) of this Collective Agreement.

(b) Without Certificate

A Long Term 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 25 (Teacher Bargaining Unit) with teaching experience as recognised under Article 13 (Salary) of this Collective Agreement.

(c) Retroactivity

A Long Term 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 Long Term 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 (Teacher Bargaining 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 Long Term Occasional teacher who submits a copy of her/his OSSTF Certification Rating Statement 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 1 January or the beginning of the LTO assignment, whichever is later.

13.05 Teaching Experience for Long Term 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 a Long Term 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 a Long Term 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 Long Term Occasional Experience

Teachers on long term occasional teaching assignments with the OCDSB shall be credited with previous long term occasional experience up to a maximum of five (5) years' 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 2008, casual occasional teachers who have an Ontario College of Teachers Certificate of Qualifications or valid Ontario College of Teachers Interim Certificate of Qualifications or its equivalent shall be paid \$200.73 for each day of employment.

Effective 1 September 2009, casual occasional teachers who have an Ontario College of Teachers Certificate of Qualifications or valid Ontario College of Teachers Interim Certificate of Qualifications or its equivalent shall be paid \$206.63 for each day of employment.

Effective 1 September 2010, casual occasional teachers who have an Ontario College of Teachers Certificate of Qualifications or valid Ontario College of Teachers Interim Certificate of Qualifications or its equivalent shall be paid \$212.71 for each day of employment.

Effective 1 September 2011, casual occasional teachers who have an Ontario College of Teachers Certificate of Qualifications or valid Ontario College of Teachers Interim Certificate of Qualifications or its equivalent shall be paid \$218.97 for each day of employment.

The above rates include a daily sum of \$4.00 in lieu of benefits.

13.07 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.

13.08 Long Term Occasional Assignment Letter

An occasional teacher placed on a long term 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 Long Term Occasional Assignments

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 assignments in order to permit the Employer to fulfil 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 a Long Term 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 DATES**

14.01 (a) 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. Statements of earnings will be provided electronically.

(b) The scheduled pay and cut-off dates for each school year shall be provided to the Bargaining Unit President.

14.02 Where an occasional teacher's salary payment requires adjustment due to an error, the Board agrees to consult with the occasional teacher to arrange for the correction of the error.

**ARTICLE 15 - BENEFITS ALLOWANCE**

15.01 After two 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.

1 September 2008 – \$41.20

1 September 2009 – \$42.44

1 September 2010 – \$43.71

1 September 2011 – \$45.02

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

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 full time equivalent teaching assignment.

16.02 Accumulation

The sick leave credits 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 Long Term 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 a Long Term Occasional teacher shall not be used in the calculation of a sick leave gratuity.

16.03 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.

**ARTICLE 17 - LEAVES**

17.01 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 or child) five (5) 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 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 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) 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 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 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 a full school year or partial school year provided the leave commences and ends with a school semester. Written notice of the start and end dates of the leave must be submitted to the Human Resources Department. Leaves without pay may be extended by mutual consent of the teacher, the Union and the Board.

**ARTICLE 18 - FEDERATION LEAVE**

- 18.01 (a) At the request of the Bargaining Unit, the Board shall arrange to pay one or two occasional teachers up to full time release for Union business to the Bargaining Unit President and/or designate at a rate of pay determined by the Bargaining Unit, prorated. The request must be for a period of consecutive days and a consistent portion of each day and shall be directed to and arranged with the Superintendent of Human Resources or designate at least thirty (30) days prior to the beginning of the leave. The parties may mutually agree to waive the thirty (30) day requirement.
- (b) The Board shall grant leave to occasional teachers, at the request of the Bargaining Unit President, to members of the Occasional Teacher Bargaining Unit for the purpose of conducting Union Business. These requests in full or one-half, one-third or two-thirds day increments shall not exceed fifty (50) teaching days in total in any one school year for the Bargaining Unit.

18.02 The Bargaining Unit agrees to reimburse the Board for the full amount paid in accordance with Article 18.01.

**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) occasional teacher instructional days within one (1) school year or forty (40) occasional teacher 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) occasional teacher 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/Nice-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 A meeting shall be held between the occasional teacher and the Employer to discuss disciplinary action. 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. Subsequent to this meeting, the occasional teacher shall

be notified, in writing, of any grounds for discipline or discharge and the Bargaining Unit President or designate shall receive a copy.

- 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 program.
- 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 21 (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 Step2

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 Step3

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 Union 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 is one which affects a group of teachers or the entire membership. A policy grievance shall be filed directly to Step 2.

A policy grievance must be submitted within twenty-five (25) days of the time the grieving party became aware, or should have been aware, of the circumstances or the relevant facts giving rise to the grievance.

### 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 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 party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree to an Arbitrator within twenty (20) working days of receipt of the written referral to arbitration, the appointment shall be made by the Minister of Labour at the request of either party.

Notwithstanding the above, upon written request of either Party, the grievance shall be submitted to a Board of Arbitration.

In the event either party submits a grievance to an Arbitration Board, 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 Chairman. If the recipient of the initial notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario at the request of either Party.

- 22.13 Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairman of the Arbitration Board. The parties shall pay their own expenses for attending at the hearing.
- 22.14 No person shall be appointed as Arbitrator or to a Board of Arbitration who has been involved in an attempt to resolve the grievance or has been a party to the negotiation of this collective agreement without the consent of both parties.
- 22.15 The Arbitrator or 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.
- 22.16 (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties.





24.02 The Parties further recognize the Bargaining Unit representation on this committee.

**ARTICLE 25 - HUMAN RESOURCES FILES**

- 25.01 (a) An occasional teacher or a Bargaining Unit representative having written authorization from the occasional teacher shall, upon making an appointment, have access during normal business hours to the official human resources file that relates to the occasional teacher in the presence of a representative from the Human Resources Department. Such access shall be granted with twenty-four (24) hours prior notice.
- (b) An occasional teacher shall receive a copy of any documentation placed in the file which may be detrimental to the occasional teacher, with a copy sent to the Bargaining Unit President at the occasional teacher's request.
- (c) The occasional teacher, or the Bargaining Unit, if so requested by the 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 shall become part of the occasional teacher's permanent personal record.
- (d) Access to and disclosure of any personal information on an occasional teacher shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- (e) Where the Board and the occasional teacher agree that information in the file is inaccurate, it shall be corrected.
- (f) Where the Board amends information on the human resources file, the Board shall, at the request of the occasional teacher, attempt to notify all persons who received a report based on inaccurate information.
- (g) 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 except where otherwise prohibited by law.

25.02 Disciplinary Notations

At the occasional teacher's request, the Board shall remove a record of disciplinary action from the teacher's file after five (5) years uninterrupted time on the occasional teachers list (excluding leave periods) provided there has been no disciplinary action in the interim. Notwithstanding, any such record which is required to be retained by statute or any discipline concerning abuse (including sexual or physical misconduct) shall, at the teacher's request,

be retained by the Board in a separate, sealed envelope but shall not be further disclosed or relied upon for purposes of progressive discipline, except as required by law.

**ARTICLE 26 - DISTRIBUTION OF THE AGREEMENT**

26.01 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 27 - GENERAL**

27.01 Access

- (a) The school Principal or designate shall ensure that an occasional teacher has reasonable access to classrooms, records, courses of study, texts, files, supplies, equipment, and all other requirements necessary to perform the duties assigned and reasonable access to Board or school administrative procedures. Support shall be provided from school administration in emergency situations, supervision and discipline.
- (b) The school Principal or designate shall ensure that upon request, an occasional teacher resource booklet is made available to the occasional teachers reporting to work.

27.02 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.

27.03 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.

27.04 Bulletin Boards

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

27.05 Mailbox

The Employer will provide a mailbox in each secondary school for distributing materials to occasional teachers.

27.06 Meeting with Principal Representatives

The Parties agree that, on an annual basis, at the request of either party, a meeting of representatives of the Secondary School Principals, representatives of the Board and representatives of the Bargaining Unit will be convened to discuss issues of concern to the parties. Follow-up meetings may be held with mutual consent.

**ARTICLE 28 - POSITIONS OUTSIDE OF THE BARGAINING UNIT**

28.01 A member of the Bargaining Unit, as defined in Article 4 - Definitions and Scope, shall not be required by the Employer to complete performance appraisals of a member of another bargaining unit.

**ARTICLE 29 - ACCOMMODATION**

29.01 Where a Long Term Occasional teacher is identified as requiring an accommodation, the Employer and the Bargaining Unit will consult to seek an appropriate accommodation for the Long Term Occasional teacher.

29.02 Should an accommodation be identified within the number of days identified in Article 4.02 of a long term occasional teaching assignment, this Article shall apply to the occasional teacher.

**ARTICLE 30 - CRIMINAL BACKGROUND CHECKS**

30.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

30.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

30.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

**ARTICLE 31 - NO DISCRIMINATION**

31.01 The Employer and the Union 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, gender, sexual orientation, political or religious affiliation, or by reason of membership or non-membership in the Union.

**ARTICLE 32 - FAMILY MEDICAL LEAVE**

32.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to eight (8) weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in 32.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) Article 32.01 (a) applies in respect to family members as defined in the Employment Standards Act, 2000.
- (c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in 32.01 (a) begins.
- (d) The employee may not remain on a leave under this section after the earlier of the following dates:
  - (i) The last day of the week in which the individual in 32.01 (b) dies;
  - (ii) The last day of the week in which the period referred to in 32.01 (a) ends.
- (e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- (f) An employee may take a leave under this article only in periods of entire weeks.
- (g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in 32.01 (a) that applies to the first certificate issued.

- (h) An employee who wishes to take leave under this article shall advise the employer, in writing, that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.
- (i) The employee will provide to the Employer a medical certificate referred to in 32.01 (a) indicating that a member of the family is gravely ill with significant risk of death within 26 weeks.
- (j) If an employee takes a further leave, in the event death did not occur within the 26 weeks, the employer may request a copy of the required certificate as provided for under this legislation.

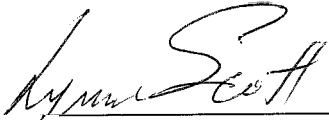
### 32.02 General Provisions for Family Medical Leave

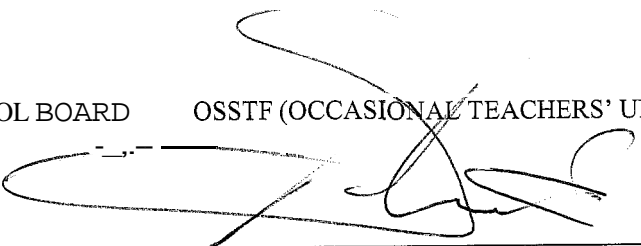
- (a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave subject to Article 13.05.
- (b) The Employer agrees to continue to pay the employee a benefit allowance subject to the entitlements under Article 15.
- (c) Sick leave credits shall accumulate for the employee during the time of Family Medical Leave, subject to the entitlements under Article 16.
- (d) Where a Long Term Occasional teacher requires replacement as a result of Family Medical Leave, the Employer will select a replacement from the original selection process under Article 12 where appropriate, or elect to staff the position by posting the position in accordance with Article 12.
- (e) Where the replacement teacher becomes an LTO, the employer shall be required to provide notice under Article 13.09.
- (f) The teacher on Family Medical Leave shall have the right to return to the LTO assignment, provided the leave does not extend beyond the return of the regular teacher.


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 25<sup>th</sup> DAY OF may, 2009 IN THE CITY OF OTTAWA.


OTTAWA-CARLETON DISTRICT SCHOOL BOARD

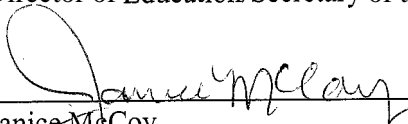
OSSTF (OCCASIONAL TEACHERS' UNIT)

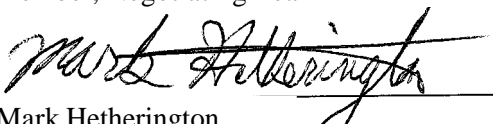
  
\_\_\_\_\_  
Lynn Scott  
Chair of the Board

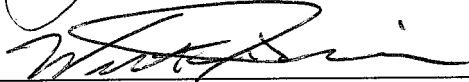
  
\_\_\_\_\_  
Ron Shewchuk  
President

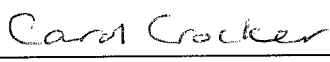
  
\_\_\_\_\_  
Lyall Thomson  
Director of Education/Secretary of the Board


  
\_\_\_\_\_  
Brian Rintoul  
Member, Negotiating Team

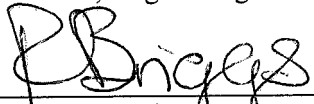
  
\_\_\_\_\_  
Janice McCoy  
Superintendent of Human Resources

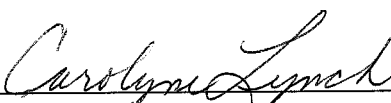
  
\_\_\_\_\_  
Mark Hetherington  
Member, Negotiating Team

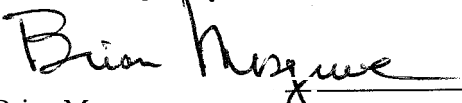
  
\_\_\_\_\_  
Walter Piovesan  
Superintendent of Instruction

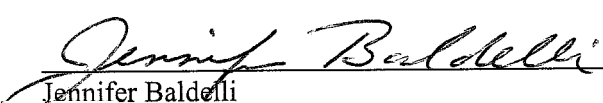
  
\_\_\_\_\_  
Carol Crocker  
Member, Negotiating Team

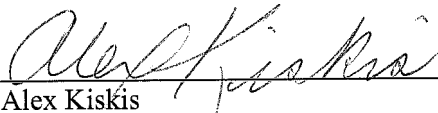
  
\_\_\_\_\_  
Janet Beer  
Labour Relations Officer


  
\_\_\_\_\_  
Rosemary Briggs  
Member, Negotiating Team

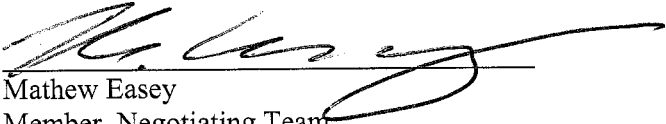
  
\_\_\_\_\_  
Carolyne Lynch  
Labour Relations Administrator

  
\_\_\_\_\_  
Brian Mosgrove  
Member, Negotiating Team

  
\_\_\_\_\_  
Jennifer Baldelli  
Human Resources Officer (Academic)

  
\_\_\_\_\_  
Alex Kiskis  
Member, Negotiating Team

  
\_\_\_\_\_  
Brett Reynolds  
Principal

  
\_\_\_\_\_  
Mathew Easey  
Member, Negotiating Team

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT  
OSSTF District 25 (Ottawa-Carleton)

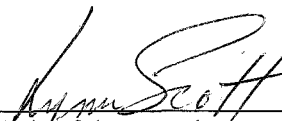
**APPLY TO EDUCATION**

- (a) The Employer will implement the on-line occasional teacher application system through "Apply to Education" for the purposes of establishing the list of occasional teachers available and approved for work.
- (b) The parties agree to establish a joint committee, within 30 days of ratification, to explore mutually agreeable improvements to the system, including but not limited to procedures for maintaining integrity (including exclusions) of the occasional teachers' list and tracking of assignments and offers of assignments.
- (c) Once the implementation of "Apply to Education" occurs, the parties agree to amend/delete the appropriate articles accordingly.
- (d) Occasional teachers covered by this Collective Agreement will not incur registration costs associated with accessing OCDSB occasional teaching assignments through an on-line application system.

Renewed in the City of Ottawa this <sup>25<sup>th</sup></sup> day of *may*


Ottawa-Carleton District School Board

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

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

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT  
OSSTF District 25 (Ottawa-Carleton)

**PROFESSIONAL DEVELOPMENT**

The Parties agree to establish a joint committee to explore a series of professional development opportunities for Secondary Occasional teachers. These may include the departments of Business and Learning Technologies, Curriculum Services, and Mentoring, and/or such departments as agreed by the parties.

These agreed to opportunities will be provided subject to the secondary occasional teacher's availability.

Effective 1 September 2008:

The Employer agrees to supply the bargaining unit with an amount of \$2,100 per year to provide professional development opportunities. By October 31 of each year, the Employer will issue a cheque in this amount to the Bargaining Unit. The Bargaining Unit will provide an annual written report and account to the Employer as to the use of these funds not later than 30 June of each year.

The above amount will be amended to:

Effective 1 September 2009 -- \$3,575

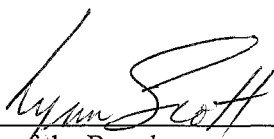
Effective 1 September 2010 -- \$5,100

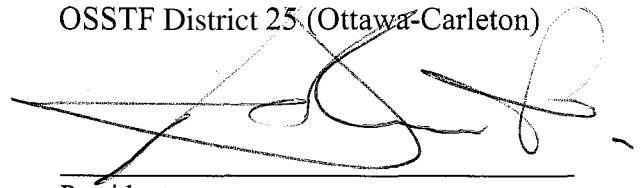
Effective 1 September 2011 -- \$6,660

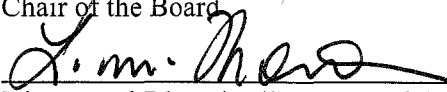
Signed in the City of Ottawa this 25<sup>th</sup> day of May 2009.


Ottawa-Carleton District School Board

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

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

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Chief Negotiator



LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT  
OSSTF District 25 (Ottawa-Carleton)

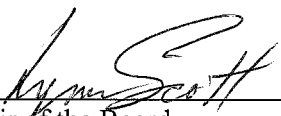
**LETTER OF UNDERSTANDING – CASUAL RATE OF PAY**

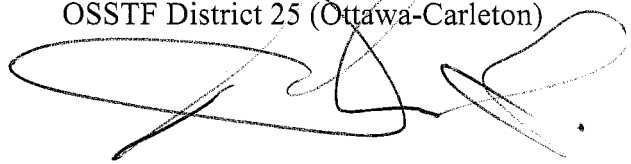
Effective 1 September 2008, the casual rate of pay shall be adjusted to represent 100% of the daily casual occasional teaching rate of pay for an occasional teacher who works a 0.66 assignment and a 0.33 assignment on the same day in the same school.

Signed in the City of Ottawa this <sup>25<sup>th</sup></sup> day of <sup>May</sup> (2009).

Ottawa-Carleton District School Board

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

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

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT  
OSSTF District 25 (Ottawa-Carleton)

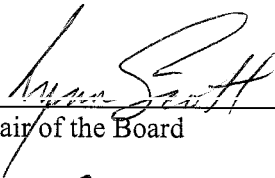
**ELECTRONIC LOG BOOKS**

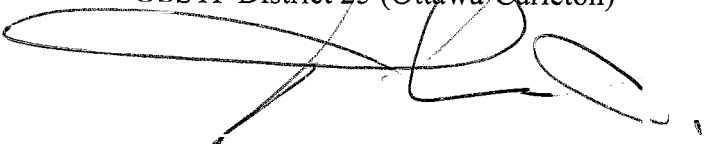
Until such time as the parties have had an opportunity to resolve the issue of the electronic log books, hard copies of the log books will be available at the Board office for those teachers who require them.

Signed in the City of Ottawa this 25<sup>th</sup> day of May, 2009.

Ottawa-Carleton District School Board

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

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

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT  
OSSTF District 25 (Ottawa-Carleton)

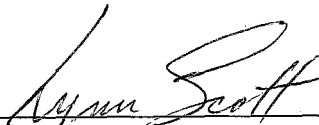
**NEW TEACHER INDUCTION PROGRAM**


The parties agree to refer the issue of NTIP to the Labour Management Committee for discussion.

Signed in the City of Ottawa this 25<sup>th</sup> day of May 2009;


Ottawa-Carleton District School Board

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

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

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT  
OSSTF District 25 (Ottawa-Carleton)

The parties agree to refer the following issues to the Labour Management Committee for discussion:

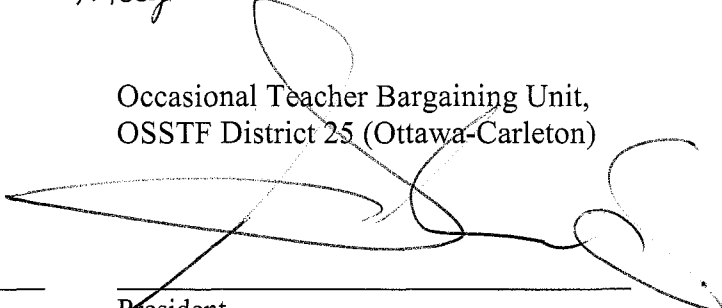
- Contents of the Resource Booklet
- BEAM accounts
- Novell passwords
- Log Books
- Keys

Signed in the City of Ottawa this <sup>25<sup>th</sup></sup> day of *may* 2009.


Ottawa-Carleton District School Board

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

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

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

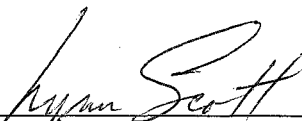
OCCASIONAL TEACHER BARGAINING UNIT  
OSSTF District 25 (Ottawa-Carleton)

The parties agree to refer the issue of the Occasional Teacher List to the Labour Management Committee for discussion.

Signed in the City of Ottawa this <sup>25<sup>th</sup></sup> day of *may* 2009.

Ottawa-Carleton District School Board

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

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

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Chief Negotiator