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PART B
2019-2022 LOCAL COLLECTIVE AGREEMENT PROVISIONS

ARTICLE L1 PURPOSE

L1.01 It is the intent and purpose of the parties to set forth terms and conditions of employment as to salary and other matters to which the Parties agree, including procedures for the prompt disposition of grievances.

ARTICLE L2 AMENDING THE LOCAL AGREEMENT

L2.01 Any amendment to, or variation in, procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Employer and the Union.

ARTICLE L3 RECOGNITION, DEFINITIONS AND SCOPE

L3.01 The Ottawa-Carleton District School Board recognizes the Elementary Teachers' Federation of Ontario as the bargaining agent for all Occasional Teachers employed by the Board in its elementary schools.

L3.02 (a) Effective 31 August, 2012, Long Term Occasional Teacher (LTO) means an Occasional Teacher who is employed for one period of ten (10) days or more consecutive teaching days as a replacement for one elementary teacher employed by the Employer.

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

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

(c) During the continuous qualifying period, absences without pay for personal reasons of two days or less will not break the continuity of service but the days absent will not be included as part of the continuous qualifying period.

(d) (i) During the continuous qualifying period absences without pay for professional activities will not break the continuity of service, but they will not be included as part of the continuous qualifying period.

(ii) Professional development days that occur within the qualifying period will be worked and paid and will form part of the qualifying period.

(e) During the continuous qualifying period absences without pay for days spent in negotiations or days spent on Federation Leave, in accordance with Article L17.04, will not break the continuity of service and will be included in the continuous qualifying period.

(f) Unless otherwise stipulated in this Collective Agreement, absences for personal reasons, or for professional activities or professional development, will be granted without pay.

(g) The status, rights and salary applicable to employment as a LTO shall be pro-rated to the actual assignment**.**

L3.03 Daily Occasional Teacher means an Occasional Teacher who is employed on any basis other than as set out in Article L3.02.

L3.04 Occasional Teacher Roster means a roster of all Occasional Teachers who have been accepted by the District School Board to teach as an Occasional Teacher in the elementary panel of the Ottawa-Carleton District School Board.

L3.05 Certified means an Occasional Teacher who holds a valid Ontario Teachers' Certificate (OCT) or its equivalent and who is a member of the Ontario College of Teachers. All Occasional Teachers on the roster must be OCT certified.

L3.06 Uncertified means an Occasional Teacher who does not hold a valid Ontario Teachers' Certificate or its equivalent.

L3.07 Local means the Ottawa Carleton Elementary Occasional Teachers' Association.

L3.08 Seniority will be based on the first day worked as an Occasional Teacher after being approved to the OCDSB Occasional Teacher Roster.

ARTICLE L4 FEDERATION MEMBERSHIP AND DUES CHECKOFF

L4.01 All Occasional Teachers, shall, as a condition of employment as an Occasional Teacher under the terms of this Collective Agreement, maintain membership in the Union. All members of the Bargaining Unit shall, as a condition of employment, pay and the Employer shall deduct union dues in accordance with the Ontario Labour Relations Act.

L4.02 Upon the request of the Local, and subject to the capability of the Employer's payroll processing programs, the Employer shall deduct a local levy from the salary payments made to employees.

L4.03 The union agrees to provide the Employer with notice, in writing, of its desire to alter the amount of such union dues on or before 31 August. Changes in union dues shall be implemented by the Employer in the first pay period following such notice or at such later date as may be requested.

L4.04 The union dues deducted in accordance with Article L4.01 shall be remitted to the General Secretary of the Elementary Teachers' Federation of Ontario, Toronto, within thirty (30) days of the dues being deducted. A copy of each dues submission list submitted to the Elementary Teachers' Federation of Ontario shall be forwarded to the Local President.

In accordance with Article L4.02, OCEOTA shall notify the Employer of the local levy owing. The Union agrees to provide the Employer with at least four (4) weeks' notice in writing of its desire to alter the amount of such local levy. The local levy deducted in accordance with Article L4.02 shall be forwarded to the Local President within thirty (30) days of the local levy being deducted.

L4.05 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

L4.06 The statement of remuneration (T4) income tax slip provided each year by the Employer shall indicate the amount of union dues and levy paid by each Occasional Teacher during the previous calendar year.

L4.07 By 15 September each year, the Board shall provide the Union with a statement of the total number of elementary daily teaching days for the previous school year.

ARTICLE L5 STRIKES AND LOCKOUTS

L5.01 The Employer and the Union agree that there shall be no strike or lockout as defined in the Ontario Labour Relations Act and in the School Boards Collective Bargaining Act during the term of this Collective Agreement.

ARTICLE L6 MANAGEMENT RIGHTS

L6.01 Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject only to the other terms, provisions and conditions contained in this Collective Agreement, the parties recognize the right and obligation of the Board to exercise its management rights and functions and to manage the affairs of the Board in all respects including, but not limited to, the following:

(a) To hire, transfer, promote, demote or lay-off because of lack of work;

(b) To formulate and publish reasonable rules and regulations to be observed by Occasional Teachers covered by this Collective Agreement; and

(c) To plan and control the teaching programs of the Board including, but not being limited to, the number of Occasional Teachers to be employed, the number of students to be taught, school location and facilities and to plan for the retirement of teachers and, without limiting the generality of the foregoing, to carry out

such other responsibilities of the Board which are not specifically abridged or amended or limited by the terms of this Collective Agreement and which are in compliance with the prevailing statutes governing education and labour in the Province of Ontario.

L6.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

L6.03 The Board and the Federation agree that the provisions of this Article do not preclude representations and consultations by the Board and the Federation concerning any matters relating to members of this Bargaining Unit.

L6.04 The Board and the Federation agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason as defined in the *Ontario Human Rights Code*, or by reason of membership in the Federation.

ARTICLE L7 CORRESPONDENCE

L7.01 Unless otherwise provided within this agreement all correspondence between the parties arising out of or incidental to this agreement shall pass to and from the Local President and the Superintendent of Employee Services or designate.

ARTICLE L8 CONSULTATION COMMITTEE

L8.01 The parties agree to establish a Committee whose function shall be to discuss and investigate issues arising from new or revised legislation or other issues which the parties agree to discuss.

The Committee shall meet at the request of either party. The Committee shall be composed of up to three (3) Union members and up to three (3) Employer representatives. Up to two (2) Occasional Teachers will be paid at the applicable salary rate for attendance at such meetings to a maximum of two (2) meetings per school year. The first meeting will be held by 30 November and the second by 30 April. Additional meetings may be scheduled at the request of either party.

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

The parties agree that one of the meetings will include an annual review and discussion of the LTO/Contract Teacher staffing process as established by the Employer. This discussion will include, but not be limited to, the use of any staffing pools from the Occasional Teacher Roster during the annual staffing process.

ARTICLE L9 NEGOTIATING COMMITTEE

L9.01 For purposes of negotiations between the parties, the Employer shall recognize a Union Collective Bargaining Committee.

L9.02 A maximum of three (3) OCEOTA members serving on the bargaining committee shall receive salary in accordance with this Collective Agreement for the days spent negotiating with the Employer's Bargaining Committee.

OCEOTA will be permitted to release up to three (3) part time elementary contract teachers represented by the Ottawa Carleton Elementary Teachers' Federation of Ontario to participate in bargaining. If these part time elementary contract teachers are also requested to be released to prepare for bargaining then they can be released in accordance with Article L17.04 (b).

Such leave shall not constitute a break in service.

L9.03 The union shall notify the Superintendent responsible for Labour Relations of the names of its elected and appointed representatives.

ARTICLE L10 OCCASIONAL TEACHER ROSTER

L10.01 The Employer shall provide electronic access to a roster comprising members of the Bargaining Unit.

L10.02 (a) For each Bargaining Unit Occasional Teacher whose name is entered on the Occasional Teacher Roster, the database will include the following information: Name, address, telephone number and e-mail address, subject(s) which the teacher is qualified and willing to teach, and preferences regarding specific school(s). Teachers may also indicate the subjects for which they do not hold formal qualifications (e.g. French) but for which they feel capable of teaching.

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

L10.03 Availability

(a) Subject to Section 21 *Regulation 298: Operation of Schools – General* under the Education Act, daily occasional teaching assignments will be filled in the following order:

1. Qualified Occasional Teachers' (OT) on the Roster;
2. Qualified Occasional Teachers' not on the Roster

(b) Occasional Teachers are expected to:

(i) Be available and accept work subject to the provisions of Article L11.02;

(ii) Update and maintain the Employer's designated availability calendar; and
(iii) Apply for a leave of absence for any period of unavailability of two (2) months or greater in accordance with Article L11.02 (b).

(c) Failure to meet the Employer's expectations as outlined in L10.03 (b) may result in a review of the Occasional Teacher's employment status.

L10.04 Annual Requirements to Remain on Occasional Teacher Roster

(a) An Occasional Teacher will be removed from the roster if the Occasional Teacher has not worked twenty (20) assignments per year from 1 September to 30 June.

(b) Purging requirements for Occasional Teachers hired within the school year will be prorated.

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

An Occasional Teacher, whose name has been removed from the roster, shall be notified in writing via email that they have been removed from the roster. Reapplication to the roster will be in accordance with Article L11.01.

L10.05 The Local shall be provided with access to (where possible/available):
i. The ability to identify teachers newly added to the roster;
ii. Absence details (including job number and location);
iii. Start and end times for the daily assignment;
iv. Replacement name;

The Local shall be notified of deletions to the Roster following each purge period.

L10.06 Occasional Teachers covered by this Collective Agreement will not incur registration/administration or other similar costs associated with accessing occasional teacher assignments through the Board's electronic database. Occasional teachers will continue to be responsible for the personal computer costs related to accessing Board systems.

ARTICLE L11 AMENDING THE OCCASIONAL TEACHER ROSTER

L11.01 (a) An Occasional teacher must submit necessary documentation to the Employer, as required. Failure to provide the necessary documentation will result in either not being added to, or being deleted from, the roster. Any request by an Occasional Teacher to update information must be submitted in writing and supported by the appropriate documentation.

(b) The Occasional Teacher Roster will be closed between 1 January and 31 May. The Bargaining Unit President will be consulted before any exceptions are made. The Employer shall provide the Bargaining Unit with electronic access to the Occasional Roster List on or before 30 September each year.

(c) Contract teachers will not be subject to the restrictions of L11.01(b).

L11.02 Impact of Leaves of Absence

(a) Occasional Teachers on a leave under the Employment Standards Act will not jeopardize their status under this Collective Agreement.

(b) An Occasional Teacher may be granted Leave without pay for two (2) months or more but less than one (1) school year. Application for leave shall be made in writing to the Employee Services Department. Occasional teachers who are granted such leave are subject to purging. If the leave is granted on medical or compassionate grounds, the purging requirements will be reviewed on a case by case basis.

(c) The Board shall grant a leave of absence without pay for one school year (September to June) after the completion of two (2) years of employment as an Occasional Teacher. The Occasional Teacher will be exempt from purging. Applications for leave are to be made in writing to the Employee Services Department.

All leave extension requests are subject to the approval of the Employer and will be limited to one (1) additional extension request with the following exceptions:

i. Up to two (2) one (1) year extensions may be granted upon request of military spouses whose partner is redeployed; and

ii. Up to two (2) one (1) year extensions may be granted upon request for Pregnancy, Parental and Adoption Leave.

Leave without pay request for a full school year must be submitted to the Employee Services Department no later than 30 November for the year the leave is being requested.

L11.03 An Occasional Teacher's name shall be removed from the Occasional Teacher Roster if, based on written submission(s) from the Principal/Vice-Principal, and subject to the approval of the General Manager of Employee Services, the Occasional Teacher's performance is considered to be inadequate. The Occasional Teacher shall be notified in writing and provided with a copy of any evaluation report or evaluation letter containing such judgment.

ARTICLE L12 PROBATIONARY PERIOD

L12.01 An Occasional Teacher shall be considered to be on probation until the employee has taught a minimum of twenty (20) instructional days worked in one (1) school year or (30) instructional days worked in two (2) school years, as a daily or Long Term Occasional Teacher.

Occasional Teachers having completed their probationary period within the Bargaining Unit and is rehired for the Occasional Teacher Roster within a period of two (2) school years shall be considered on probation until the employee has taught a minimum of fifteen (15) instructional days within one (1) school year.

ARTICLE L13 JUST CAUSE

L13.01 No Occasional Teacher shall be demoted, discharged, dismissed, disciplined in any way, or have their name removed from the roster without just and sufficient cause.

ARTICLE L14 SALARY

General

The parties agree that the wage rates specified herein shall be prorated for assignments to positions on less than a full-time basis. Occasional Teachers will not be paid more than 100% of the daily rate for assignments on one day, regardless of the combination of occasional teaching and/or long term occasional assignments worked. Similarly, part-time teachers who work occasional teaching and long term occasional assignments will not be paid more than 100% when combining both their contract and occasional teaching and/or long term occasional assignments on any given day.

Long Term Occasional Teachers

L14.01 Category Placement

(a) A Long Term Occasional Teacher shall have their salary category determined by a Statement of Evaluation from the Qualification Evaluation Council of Ontario (QECO), Program 5 and shall be paid according to the corresponding salary group on the salary schedule of the Collective Agreement between the Ottawa-Carleton District School Board and the Ottawa-Carleton Elementary Teachers' Federation with experience as recognized under Article L14.03 and L14.04 of this Collective Agreement.

A Long Term Occasional Teacher who holds Ministry of Education of Ontario Certification or equivalent but, who holds a degree recognized in Ontario and who does not hold a QECO Statement of Evaluation shall be paid according to Category A1 of the above mentioned Collective Agreement.

NOTE: Teachers are responsible for submitting their QECO statement to the Employee Services Department.

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

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

L14.02 Change in Category Placement

A Long Term Occasional Teacher who submits a copy of their QECO Statement of Evaluation to the Team Manager – Employee Services (Academic) for a change in category placement shall receive the adjustment as follows:

(a) If the statement is received between 1 September and 31 December inclusive, providing courses are completed prior to 31 August, the teacher's salary shall be adjusted retroactive to 1 September or to the beginning of the LTO assignment, whichever is later.

(b) If the statement is received between 1 January and 31 May inclusive, providing the courses are completed prior to 31 December, the teacher's salary shall be adjusted retroactive to the 1 January or the beginning of the LTO assignment, whichever is later.

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

L14.03 Credit for Previous Teaching Experience

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

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

board, or with other than a school board, where the teacher taught a program of study similar to that taught in the Ontario elementary school system.

Effective 1 September 2022 part-time or full-time teaching experience as indicated in Article L14.03 (a) will include both contract and long term occasional teaching experience.

It is the responsibility of the Occasional Teacher to provide Employee Services with official Certificate(s) of Teaching Experience.

Effective 1 September 2024 if the Certificate(s) of Teaching Experience is received by 30 June the teacher's salary shall be adjusted retroactive to the start of the school year in which the Certificate was received. This provision shall not result in any retroactive effects in the school years prior to 1 September 2024.

(b) Experience credit under this section shall be granted on the basis of one month credit for each full month employed, with ten months constituting a full school year. A teacher must be employed for at least one-half of the available teaching days in a given month to gain credit for a full month's teaching experience for that month.

(c) Effective 1 September 2024, teachers on long term occasional assignments shall be credited with previous long term occasional experience. Credit shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month teaching experience for that month. This provision shall not result in any retroactive effects in the school years prior to 1 September 2024.

(d) Daily Occasional Teaching (OT) Experience: Effective 1 September 2024, teachers shall be credited with daily OT experience with the OCDSB (acquired after 1 September 2023) of 0.1 credit for every eighteen (18) FTE days worked to a maximum of 1.0 credit per school year. Credit shall be recorded each 31 August. This provision shall not result in any retroactive effects in the school years prior to 1 September 2024.

(e) The maximum credit a Teacher may receive per a school year is 1.0.

L14.04 Daily Occasional Teachers

(a) With Degree - Daily Occasional Teachers who hold an approved university degree and have an Ontario Teaching Certificate or its equivalent shall be paid a daily rate as set out below for each day worked:

Effective 1 September 2022	$251.20
Effective 1 September 2023	$258.74

Effective 1 September 2024	$282.46
Effective 1 September 2025	$289.52

(b) Without Degree - Daily Occasional Teachers who have an Ontario Teaching Certificate or its equivalent and who do not hold an approved university degree shall be paid a daily rate as set out below for each day worked:

Effective 1 September 2022	$226.08
Effective 1 September 2023	$232.86
Effective 1 September 2024	Not Applicable*
Effective 1 September 2025	Not Applicable*

***For clarity: Effective 1 September 2024, Article 14.04 (b) is no longer in effect.**

Long Term Occasional Grid

Effective 1 September 2022, the following salary schedule shall apply to all elementary school teachers:

Years of Experience

	A	A1	A2	A3	A4
0	$53,539	$56,708	$58,743	$62,478	$64,606
1	$56,947	$60,095	$62,446	$66,566	$69,142
2	$60,348	$63,485	$66,144	$70,644	$73,665
3	$63,797	$66,871	$69,840	$74,732	$78,197
4	$67,245	$70,262	$73,551	$78,824	$82,728
5	$70,679	$73,650	$77,250	$82,900	$87,253
6	$74,129	$77,040	$80,952	$86,988	$91,789
7	$78,113	$80,427	$84,654	$91,081	$96,317
8	$81,013	$83,823	$88,355	$95,167	$100,846
9	$81,356	$87,216	$92,053	$99,248	$105,381
10	$84,582	$90,603	$95,759	$103,331	$110,602
Ultimate A	$90,603				

Effective 1 September 2023, the following salary schedule shall apply to all elementary school teachers:

Years of Experience

	A	A1	A2	A3	A4
0	$55,145	$58,409	$60,505	$64,352	$66,544
1	$58,655	$61,898	$64,319	$68,563	$71,216
2	$62,158	$65,390	$68,128	$72,763	$75,875

	3	$65,711	$68,877	$71,935	$76,974	$80,543
	4	$69,262	$72,370	$75,758	$81,189	$85,210
	5	$72,799	$75,860	$79,568	$85,387	$89,871
	6	$76,353	$79,351	$83,381	$89,598	$94,543
	7	$80,456	$82,840	$87,194	$93,813	$99,207
	8	$83,443	$86,338	$91,006	$98,022	$103,871
	9	$83,797	$89,832	$94,815	$102,225	$108,542
	10	$87,119	$93,321	$98,632	$106,431	$113,920
Ultimate A		$93,321				

Effective 1 September 2024, the following salary schedule shall apply to all elementary school teachers:

Years of Experience

	A	A1	A2	A3	A4
0	$56,661	$60,015	$62,169	$66,122	$68,374
1	$60,268	$63,600	$66,088	$70,448	$73,174
2	$63,867	$67,188	$70,002	$74,764	$77,962
3	$67,518	$70,771	$73,913	$79,091	$82,758
4	$71,167	$74,360	$77,841	$83,422	$87,553
5	$74,801	$77,946	$81,756	$87,735	$92,342
6	$78,453	$81,533	$85,674	$92,062	$97,143
7	$82,669	$85,118	$89,592	$96,393	$101,935
8	$85,738	$88,712	$93,509	$100,718	$106,727
9	$86,101	$92,302	$97,422	$105,036	$111,527
10	$89,515	$95,887	$101,344	$109,358	$117,053
Ultimate A	$95,887				

Effective 1 September 2025, the following salary schedule shall apply to all elementary school teachers:

Years of Experience

	A	A1	A2	A3	A4
0	$58,078	$61,515	$63,723	$67,775	$70,083
1	$61,775	$65,190	$67,740	$72,209	$75,003
2	$65,464	$68,868	$71,752	$76,633	$79,911
3	$69,206	$72,540	$75,761	$81,068	$84,827
4	$72,946	$76,219	$79,787	$85,508	$89,742
5	$76,671	$79,895	$83,800	$89,928	$94,651
6	$80,414	$83,571	$87,816	$94,364	$99,572
7	$84,736	$87,246	$91,832	$98,803	$104,483
8	$87,881	$90,930	$95,847	$103,236	$109,395

	9	$88,254	$94,610	$99,858	$107,662	$114,315
	10	$91,753	$98,284	$103,878	$112,092	$119,979
Ultimate A		$98,284				

L14.05 Each amount paid to a daily 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.

L14.06 An Occasional Teacher placed on a long term occasional teaching assignment will receive notification from Employee Services confirming the following: the effective date, the expected end date if known, and their placement on the grid.

L14.07 An Occasional Teacher on a long term occasional teaching assignment shall normally be given five (5) days notice of the termination of the assignment or the start of a reduction, or gradual reduction, in the percentage of the assignment. It is understood that the Occasional Teacher shall accept any reasonable occasional teaching assignment in order to permit the Employer to fulfill this notice requirement. It is further understood that where a scheduled assignment coincides with the dates as stipulated at the commencement of the assignment, no further notice will be required.

Upon the Employer's discretion, pay in lieu of notice may be substituted for working notice.

In a similar manner, a teacher shall be required to give five (5) days notice.

L14.08 Cancellation of Assignment

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

(a) Where an employee is directed to report for work and upon reporting is informed that the teacher to be replaced is present, the employee will be paid 0.5 of the daily rate for all assignments of 0.5 or greater and paid for the full assignment if less than 0.5. Employees will be assigned professional duties by the Principal or designate to be performed during their assignment. If two teachers report for work for the same assignment, the teacher with the job confirmation number will be given the assignment. The other teacher will be paid in accordance with above.

(b) In the event of an emergency closure on the day of the assignment of a school or early dismissal for emergency reasons, the occasional teacher will be paid for their scheduled assignment.

(c) Procedure PR.563.HR (Inclement Weather), as established by the Board and as amended from time to time, shall apply to teachers covered by this Collective Agreement.

(d) An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for an assignment provided the teacher arrives within a reasonable time of receiving such late request

(e) In the event of an assignment still being unfilled prior to the start time on the day of the assignment, an OT can contact the school to indicate that they may be late, or as per (d) above, but are willing to accept the assignment if needed.

L14.09 When a long term occasional assignment ends due to the return of the Ottawa Carleton Elementary Teachers Federation of Ontario (OC ETFO) member, and within fifteen (15) days, the OC ETFO member requires additional leave, the long term occasional assignment may be offered to the same occasional teacher without a qualifying period.

L14.10 Occasional Teachers shall receive Employment and Immigration Canada Record of Employment forms as soon as possible following receipt of the employee's request.

ARTICLE L15 PAY DATES

L15.01 Occasional Teachers shall be paid on a bi-weekly basis by direct deposit in a financial institution with a computerized system compatible with that used by the Ottawa-Carleton District School Board.

ARTICLE L16 BENEFITS ALLOWANCE

L16.01 *See Article C5.00 Benefits of the Central Agreement for provisions on benefits*.

ARTICLE L17 LEAVES

L17.01 Compassionate Leave and Personal Leave

(a) A Long Term Occasional Teacher shall be entitled to up to three (3) days of compassionate leave or personal leave with pay in each school year. For clarity, the amount of leave available in L17.01 (a) is a total of three (3) paid days in each school year. The compassionate leave will be used for serious illness or death in the family other than as specified in (b).

(b) In the event of death in the immediate family (parent, spouse, child) up to five (5) days leave with pay shall be granted per occasion.

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

L17.02 Court Leave

A Long Term Occasional Teacher who must be absent from work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which they are not a party or one of the persons charged, shall be paid the difference between normal earnings and the fees they receive as a juror or as a witness.

L17.03 Sick Leave

See Article ***C6.00 Sick Leave*** of the Central Agreement for provisions on Sick Leave.

L17.04 Local Federation Leave

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

Effective 1 September 2022 Local Release Officer(s) shall be credited with teaching experience under this collective agreement.

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

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

The leave request must be in full or half-day increments and shall be directed to the Superintendent responsible for Labour Relations or designate.

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

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

L17.05 Quarantine

(a) Long Term Occasional Teacher

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

(b) Daily Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease an Occasional Teacher is quarantined or otherwise prevented by order of a Medical Officer of Health or designate from attending to their duties. The Occasional Teacher must provide proof of a job request to qualify for this leave.

L17.06 Religious Holy Days

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

ARTICLE L18 JOB PREFERENCE - ELEMENTARY CONTRACT VACANCIES

L18.01 Occasional Teachers covered by this Collective Agreement shall file with the Board their interest in contract employment for available vacancies.

L18.02 Principals shall consider the applicants in L18.01 above prior to considering outside applicants.

L18.03 The Board shall fill long term occasional teaching positions from the Occasional Teacher Roster or individuals who have provided the appropriate documentation to be included on the Occasional Teacher Roster.

L18.04 Where an Occasional Teacher is interviewed for a contract position, as per Article L30.10 of the Collective Agreement between OC ETFO and the Ottawa-Carleton District School Board, the Principal or designate shall provide a debriefing should the applicant so request.

ARTICLE L19 DISCIPLINE AND DISCHARGE

L19.01 (a) Where an Occasional Teacher is required to attend a meeting with a Board representative to deal with matters of discipline or discharge, the Occasional Teacher shall be advised of their right to have a representative of the Union at the meeting. The Occasional Teacher shall be allowed a minimum of forty-eight (48) hours to arrange for the attendance of Union representation at the meeting, if desired.

(b) The Occasional Teacher shall be notified, in writing, of the grounds for discipline or discharge, and the Union shall receive a copy of notification of all disciplinary actions.

L19.02 It is understood and agreed that no grievance may be submitted concerning the termination of employment of a probationary employee subsequent to two (2) evaluations. In such cases, on request of the Union, representatives of management shall discuss with the Union, the circumstances giving rise to such termination.

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

ARTICLE L20 PERFORMANCE EVALUATION

L20.01 (a) Only appointed Principals and Vice-Principals shall evaluate an Occasional Teacher's competence. Such evaluation shall be made only upon reasonable prior notice.

(b) No member of OC ETFO shall evaluate the performance of an Occasional Teacher.

L20.02 An Occasional Teacher may request an evaluation, if they have taught five (5) or more days at the site. Such evaluation shall be subject to the availability of the Principal and/or Vice-Principal.

ARTICLE L21 HUMAN RESOURCES FILES

L21.01 (a) A teacher shall have access during normal business hours, or such other time as may be arranged, to the personnel files and records that relate to the teacher. Such access shall be granted upon reasonable prior notice and in the presence of a supervisory officer or other person(s) designated by the Director of Education.

(b) If a teacher disputes the accuracy or completeness of any information in their personnel file, the teacher may make application in writing to the Director of Education or designate to have the information corrected. The Board shall notify the teacher in writing of its decision including reasons for that decision. A copy of the teacher's letter will be placed in the teacher's personnel file. In addition, a teacher shall have the right to respond in writing to any document contained in or to be placed in the teacher's personnel files or records. The written response by the teacher shall become part of the teacher's permanent personnel record.

(c) Where an Occasional Teacher authorizes, in writing, access to their personnel file by another person acting on the Occasional Teacher's behalf, the Board shall provide such access. Access shall be provided on the same basis as Article L21.01 (a) herein.

(d) Where the Board is required to furnish information on a teacher to an outside agency by a court order or legislative requirement, the teacher will be notified that this information has been requested and has been or will be provided.

(e) The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

(f) A teacher shall receive a copy of any documentation placed in their file which contains information that may be detrimental to the teacher.

L21.02 A teacher may request the removal of any disciplinary report or letter of expectation after three (3) years of active employment (excluding leaves) provided there has been no disciplinary action in the interim. However, documents relating to investigations or discipline in cases of harassment or abuse (including sexual assault or physical misconduct of any kind) or in matters for which there is a statutory requirement for retention are not removed.

ARTICLE L22 LOCAL GRIEVANCE/ARBITRATION PROCEDURE

L22.01 Definition of Grievance

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

L22.02 Individual Grievance

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

L22.03 Step 1

A grievance(s) must be submitted in writing to the Superintendent responsible for Labour Relations or designate within twenty (20) school days of the time the grievor should have been aware of the circumstance(s) or relevant facts giving rise to the grievance. The grievance shall stipulate the name(s) of the grievor(s), shall state the facts giving rise to the grievance; shall identify by specific reference the provision(s) of this Collective Agreement alleged to have been violated and shall indicate the relief sought. The Superintendent responsible for Labour Relations or designate shall have ten (10) school days from receipt of the grievance in which to respond.

L22.04 Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days of the receipt of the response from the Superintendent responsible for Labour Relations or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with a Union representative and the Director of Education or designate(s). The Union may also include the grievor in the meeting. A written response will be provided to the Union from the Director of Education or designate within ten (10) school days of the meeting.

L22.05 Step 3

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

L22.06 Policy Grievance

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

L22.07 Grievance Mediation

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

L22.08 Arbitration

(a) Grievances shall be submitted to a sole Arbitrator with either party reserving the right to refer a grievance to an Arbitration Board.

(b) Each party shall bear one-half of the expenses of the Arbitrator. In the event of an Arbitration Board, each party shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitrator or the Arbitration Board

(c) All time limits fixed herein for the grievance procedure may only be extended with the written consent of the parties.

(d) If at any stage of the grievance arbitration procedure, the party carrying the grievance fails to process the grievance in compliance with a time fixed herein (or such extension as may have been confirmed by the written consent of the parties); the grievance shall be deemed to have been abandoned.

(e) The Arbitrator or Arbitration Board shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which would serve to alter, modify, or amend any part of this Collective Agreement.

(f) An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the school day, provided the time involved interrupts a scheduled teaching assignment or a call-in on the day of the meeting.

(g) Throughout all stages of the grievance procedure the parties may have the assistance of teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.

L22.09 Expedited Arbitration

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

ARTICLE L23 OCCUPATIONAL HEALTH AND SAFETY ACT

L23.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

L23.02 The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations. The parties further recognize the Ottawa Carleton Elementary Occasional Teachers' Association representation on this committee.

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

ARTICLE L24 FIFTH DISEASE

L24.01 The Protocol for Schools Dealing with Pregnant Employees – Fifth Disease, as established 20 October 2003 and as amended from time to time shall apply to Long Term Occasional teachers.

ARTICLE L25 VIOLENT INCIDENTS INVOLVING OCCASIONAL TEACHERS

L25.01 The parties recognize the Board's Safe Schools Policy and Procedures.

L25.02 Where incidents of aggression or violence involve Occasional Teachers, the Local President and the Superintendent of Instruction, or designate, shall meet to address the matters.

ARTICLE L26 FIRST DUTY

L26.01 The parties agree to refer to the Consultation Committee established under this Collective Agreement the issue of Occasional Teachers being assigned yard duty prior to the commencement of class on the morning of an assignment, or prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

ARTICLE L27 STRIKE BY OTHER BOARD EMPLOYEES

L27.01 In the event of a strike by other employees of the Board, the parties agree that:

(i) Members of OCEOTA are bound to honour the terms and conditions of employment subject to the Education Act, Labour Relations Act and Regulations:

(ii) The board shall notify the President of OCEOTA when a situation is evident to discuss issues related to members of OCEOTA;

(iii) OCEOTA members shall be represented on a consultative committee established under the Collective Agreement between the Board and OC ETFO, Article L38.01(c). In the event the above-noted committee is not convened, the President of OCEOTA and the Superintendent responsible for Labour Relations or designate shall meet to address issues of health, safety and duties of OCEOTA members during a strike.

ARTICLE L28 ACCESSIBLITY OF COLLECTIVE AGREEMENT

L28.01 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 L29 GENERAL

L29.01 (a) When an Occasional Teacher is called for an assignment, the teacher shall be given information on the nature of the assignment including:

- School office hours,
- Teacher and grade, where applicable,
- Grade(s), where applicable,
- gym,
- first duty,
- field trips,
- the presence of Fifth Disease in the school, where applicable,
- outdoor activities/instruction.

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

Reasonable Access

(b) The school Principal shall ensure that an Occasional Teacher has reasonable access to classrooms, buildings and/or keys, records such as daybook and seating plans, courses of study, texts, files, supplies, equipment, and all other requirements necessary to perform the duties assigned.

(c) The school Principal shall ensure that an Occasional Teacher has reasonable access to Board and/or school administrative procedures/routines.

(d) Serious medical and behavioural information shall be accessible to the Occasional Teacher.

(e) Adequate support from the school administration in providing supervision and maintaining discipline shall be provided.

L29.02 Professional Development Days

(a) A Long Term Occasional Teacher who is employed during a period when there is a professional activity day will be paid for the day and will be required to participate in the scheduled professional activity sessions. A professional activity day shall not interrupt a long term occasional teaching assignment.

(b) A Long Term Occasional Teacher is required to attend the professional development day which is normally held on the last day of school.

(c) With the approval of the organizer of the program, an Occasional Teacher may attend, without pay, scheduled professional development days arranged by the Board.

L29.03 Lunch Period

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

L29.04 Mileage

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

L29.05 Timetable

(a) The timetable for an Occasional Teacher shall be the same as the timetable of the teacher(s) being replaced.

(b) Occasional teachers may be employed to replace a series of teachers who are not absent but who are involved in other professional activities (e.g. coverage for IPRC meetings, divisional meetings). In such circumstances, the Occasional Teacher will be informed in advance of the nature of the assignment and grade levels. The timetable for this day will be as directed by the Principal. No supervision duties or preparation time shall be assigned.

L29.06 Bulletin Board

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

L29.07 Medical Procedures

a) No Teacher shall be required to administer medication or carry out medical procedures.
b) No Teacher shall be required to carry out a pediculosis examination.
c) Notwithstanding the above, Teachers shall be expected to take appropriate action(s) which may include the administration of medication in an emergency situation.

L29.08 NTIP

The Board will provide a list of names of Occasional Teachers participating in a provincially required new teacher induction program, to the Bargaining Unit upon request.

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 20th DAY OF December, 2024 IN THE CITY OF OTTAWA.

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

Lynn Scott
Chair of the Board

Pino Buffone
Director of Education/Secretary of the Board

Richard Sinclair
Manager of Legal Services & Labour Relations

Barry Scott
Team Manager - Labour Relations

Callie McPherson
Team Manager – Employee Services

Joan Harpell
Labour Relations Advisor

Janis St. Germain
Principal

THE OTTAWA CARLETON ELEMENTARY OCCASIONAL TEACHERS' ASSOCIATION

Jamieson Dyer
President, OCEOTA

Michelle Leonard
Collective Bargaining Staff Officer, ETFO

Fadumo Deria
First Vice President, OCEOTA

Hacene Oukacine
Member, Collective Bargaining Committee

Kathryn Farrell
Member, Collective Bargaining Committee

Sabrina Sawyer
Deputy General Secretary, ETFO