

OECTA WEOT Collective Agreement

September 2014 to August 2019

Colour Code

White – Not Important for most OTs

Red – Not relevant to OTs

Yellow – Important, but not necessary to know

Blue – Must know for all LTO Teachers

Green – Must know for all daily OTs

OECTA WEOT Collective Agreement

PART A: Central Terms

September 2014 to August 2019

1. Term, Notice and Renewal of CA

- CA in place for 5 years (extension in 2017)
- CA ends on August 31, 2019
- Amendment of terms must be mutual
- Notice to bargain is governed by the *School Boards Collective Bargaining Act, 2014*
- Notice to bargain centrally constitutes notice to bargain locally

2. Salary, Wages, Allowances

For extension portion of agreement only

- Compensation will increases will be as follows:
 - 1.5% starting Sept 1, 2017
 - 1% starting Sept 1, 2018
 - 1% starting Feb 1, 2019
 - 0.5% starting Aug 31, 2019
- Lump sum of 0.5% of 2016-17 wages will be paid to teachers by Nov 1, 2017

3. Sick Leave/STLDP (Permanent)

- Not relevant for OTs

4. Sick Leave (LTO Teachers)

- OTs in LTAs receive sick days according to the formula:
 - $(\text{Length of LTA in days}) \times (\text{FTE of LTA}) \times 11 \div 194$
- Sick Leave and STLDP days accrued carry over to another LTA in the same school year
- Sick Leave and STLDP days are applied on the first day of an LTA

4. Short Term Leave Disability Plan (LTO Teachers)

- OTs in LTAs receive STLDP days according to the formula:
 - $(\text{Length of LTA in days}) \times (\text{FTE of LTA}) \times 120 \div 194$
- STLDP days are paid out at 90% of salary
- WECDSB may request medical form (see Appendix B on page 49), cost to complete form will be reimbursed up to \$45

5. Retirement Gratuities and Voluntary Early Payout Plan

- Not relevant for OTs

6. Professional Judgment and Effective Use of Diagnostic Assessment

- Boards shall provide a list of assessment tools
- Teachers shall use their professional judgment to determine which tools to use, as well as how often and when

7. Benefits

- The OECTA Employee Life and Health Trust (ELHT) will administer benefits to teachers

8. Earned Leave Plan

- Not relevant for OTs

9. Return to Bargaining Unit for Permanent Teachers

- Not relevant for OTs

10. Return to Bargaining Unit for Principals and Vice-Principals

- Not relevant for OTs

11. Board-Level Joint Staffing Committee

- Not relevant for OTs

12. Recall Rights

- Not relevant for OTs

13. WSIB Top-Up

- Not relevant for OTs

14. Pregnancy Leave SEB Plan

- An OT in an LTA will receive 100% of her salary for 8 weeks immediately following the birth of her child
- If the OT receives EI, the Board will top-up the EI payments to 100% of the teacher's salary
- If the OT is not eligible to receive EI, the Board will pay 100% of the teacher's salary
- SEB payment is limited to the term of the LTA

15. Statutory Leaves of Absence / SEB

- Family Medical / Critically Ill Child Care Leave is available to teachers who meet the requirements for such leaves as per the ESA
- OTs in LTAs of at least 97 days are eligible for the SEB
- If an OT qualifies for EI, the Board shall top-up the teachers salary to 100% through the SEB for 8 weeks limited to the term of the LTA

16. Paid Leaves of Absence

- Local terms may include paid leaves of absence for reasons other than illness or injury

17. Hiring Practices (OT Roster)

- Seniority shall be organized by hire date
- Ties shall be broken for members with equal hire dates as follows:
 - Experience accrued in the bargaining unit
 - Experience accrued as a teacher in Ontario
 - Random lot
- The Seniority Roster shall be provided by September 30 of each school year

17. Hiring Practices (LTO List)

- Any OT having a minimum of 10 months of seniority and a minimum of 20 working days may apply to be interviewed for the LTO List
- Any OT not selected for the LTO List may request a debrief
- There shall be two interview cycles for the LTO List each year

17. Hiring Practices (Posted LTAs)

- LTAs of greater than 30 days shall be posted for at least 3 weekdays
- The Board shall hire one of the five most senior OTs that apply that are on the LTO List and hold the required qualifications
- If the selected candidate declines, the Board must select from the remaining candidates
- If no qualified candidates on the LTO List apply, the Board shall hire from the OT Roster
- If no candidate accepts the assignment, the Board may hire a new occasional teacher

17. Hiring Practices (Non-Posted LTAs)

- LTAs of 30 days or less shall be offered to one of the five most senior qualified OTs on the LTO List
- If the selected OT declines, the Board must select from another of the five most senior candidates
- If all five OTs decline, the Board shall offer the LTA to one of the next five most senior qualified OTs on the LTO List
- If no OT on the LTO List accepts the LTA, the top five most senior OTs not on the LTO List shall be considered

17. Hiring Practices (Permanent)

- All permanent vacancies shall be posted
- The top 5 most senior qualified candidates on the LTO List that have completed at least one LTA of 4 months or more and received a positive evaluation who apply shall be interviewed
- The evaluation is found in Appendix A on page 27 of the local terms of the collective agreement
- Unsuccessful candidates may request a debrief

18. Disclosure to the OTBU

- The Board shall provide the following information to the OTBU for each LTA or permanent posting:
 - The posting when it is circulated in the system
 - The applicants for each position
 - The interviewed applicants for each position
 - The name of the successful candidate

18. Disclosure to the OTBU

- The Board shall provide on a semi-annual basis to the OTBU the following LTA information:
 - Absent teachers name, assignment and school
 - Start date and duration of the LTA
 - Name of the OT filling the absence
 - Date/Time the LTA was posted
 - Date/Time the LTA was filled
 - Names of any teachers not on the OT Roster that filled an LTA

18. Disclosure to the OTBU

- The Board shall provide on a semi-annual basis to the OTBU:
 - Names of any teachers on a Temp Letter of Approval
 - Names of any teacher on a Letter of Permission
 - Names of any uncertified person employed to replace an absent teacher
 - The current seniority list

19. Access to Information

- The Board shall respond to requests for information and data in a timely manner
- By August 15, the Board shall provide sick leave and paid leave usage to OECTA

20. Central Dispute Resolution Process

- OCSTA and OECTA may seek binding arbitration to resolve differences arising from the interpretation of the CA's central terms
- They shall agree on the arbitrator
- They shall have four arbitration days per year
- A Dispute Resolution Committee consisting of OECTA and OCSTA members shall consider the grievances
- If the DRC cannot agree, the matter will go to arbitration

20. Central Dispute Resolution Process

- Arbitration decisions are final and binding to all school boards
- Decisions made by the DRC or through CDR arbitration shall be communicated to all OECTA units and all school boards

Letters of Agreement

- 1. FTE Status changes for permanent teachers
- 2. Retirement gratuity – grandfathered
- 3. Health and Safety Committees
- 4. Existing Provisions for Sick Days
- 5. Benefits Plan Transition
 - Appendix A: Information Disclosure
 - Appendix B: STLDP Medical Certificate

OECTA WEOT Collective Agreement PART B: Local Terms

September 2014 to August 2019

1. Definitions

- 1.01. Board / 1.02. Association / 1.03. BU
- 1.04. OT as defined by Ed Act and is OCT qualified and employed to replace a teacher
- 1.05. Casual OT, teaches on a day-to-day basis
- 1.06. LTOT, OT that teaches for 10 or more consecutive days for the same teacher
- 1.07. Teacher, member of Elem or Sec unit
- 1.08. OT Roster, all OTs hired by board to teach

1. Definitions

- 1.09. Predetermined LTA, an LTA in which the Board has advance notice
- 1.10. Intermittent predetermined LTA, an LTA in which the Board has advance notice that a teacher will be away for 10 or more non-consecutive days
- 1.11. Non-scheduled LTA, an LTA where a teacher continues to be absent for 10 or more days where no advance notice was provided to the Board
- 1.12. Emergency person, an unqualified person not on the OT Roster hired to replace a teacher when no OT was available
- 1.13. Working Day, a day during the school year

1. Definitions

- 1.14. Secondary Schools

- a) Full Day Assignment

- i) Full day is 3 periods plus supervision or 4 if that is the schedule of the teacher being replaced
 - ii) Unscheduled lunch duty is compensated at \$20
 - iii) An OT may be assigned an on-call on the first day of the assignment, if an OT does more than 6 on-calls in a semester the OT shall be paid 0.33 for each additional on-call

1. Definitions

- 1.14. Secondary Schools
 - b) Part Day Assignment, Morning or Afternoon
 - i) A one period part day assignment shall be compensated at $\frac{1}{3}$ the daily rate for the first day and $\frac{1}{2}$ the daily rate for subsequent days
 - ii) A two period part day assignment plus lunch duty shall be compensated at $\frac{1}{2}$ of the daily rate
 - iii) Unscheduled lunch duty is compensated at \$20
 - iv) An on-call can be assigned for a one period assignment, the OT is compensated at $\frac{1}{2}$ the daily rate
 - v) Any additional supervision is compensated at \$20

1. Definitions

- 1.14. Secondary Schools
 - c) OTs with two half-time assignments on the same day at different schools shall not do lunch supervision at either school

1. Definitions

- 1.15. Elementary Schools

- a) Full Day Assignment

- i) A full day assignment starts at the commencement of the school day and ends with the finish or regularly scheduled afternoon classes subject to Article 23
 - ii) An OT shall teach according to the schedule of the replaced teacher and supervise the duties assigned to the replaced teacher. On the first day of an assignment, an OT is not required to perform supervision prior to the commencement of the instructional day. The principal may assign an alternate supervision subject to Article 23
 - iii) If the prep period of the teacher is 40 minutes, it will serve as the lunch block. The OT shall supervise 20 minutes of lunch. The remaining 40 minutes of lunch is prep time

1. Definitions

- 1.15. Elementary Schools
 - b) Part Day Assignment – Morning / Afternoon
 - i) A morning part day assignment starts at the commencement of the school day and ends after the first 20 minutes of lunch subject to Article 23, if an OT is performs an unscheduled lunch duty the OT is compensated at \$20
 - ii) An afternoon part day assignment starts at the end of the student lunch interval and ends with the finish or regularly scheduled afternoon classes. Lunch supervision is subject to Article 23. If an OT is performs an unscheduled lunch duty the OT is compensated at \$20.
 - OTs who have two half-time assignments on the same day at different schools shall not supervise during lunch

1. Definitions

- 1.16. The context of singular or plural and masculine or feminine language shall be considered in this CA with the converse being applied equally

2. Recognition

- 2.01. OECTA is the Bargaining Agent
- 2.02. Board recognizes up to 5 union stewards and 1 chief steward
- 2.03. The Bargaining Committee shall consist of four members plus the OTBU president
- 2.04. Board will pay the Bargaining Committee for up to 5 days of bargaining at each OT's rate during bargaining

2. Recognition

- 2.05. WEOT president shall be released from teaching duties, the Board shall pay 0.5 of the salary of the WEOT president at the president's LTO rate, these release days count as teaching days
- 2.06. Release days for WEOT members count as teaching days
- 2.07. The Labour-Management Liaison Committee shall meet three times per year

2. Recognition

- 2.08. Liaison meeting agenda items shall be provided 5 days prior to the meeting
- 2.09. The Labour-Management Liaison Committee shall consist of 3 WEOT members and 3 representatives of the Board
- 2.10. The WEOT president and the superintendent of HR shall be at liaison meetings

2. Recognition

- 2.11. Attendance at liaison meetings shall be compensated at $\frac{1}{2}$ the rate for each OT
- 2.12. Superintendent of HR shall approve timesheets for liaison meetings

3. Separate School Rights

- This CA does not abrogate the rights of the Board under the Constitution Act

4. Association Security

- 4.01. OTs become members of OECTA on the first day worked for the Board
- 4.02. The OT Roster shall be provided by October 31 and every two months thereafter, OTs shall notify the Board of changes in name, address, phone number or qualifications
- 4.03. The names of emergency persons employed to replace teachers shall be provided to WEOT

4. Association Security

- 4.04. Board shall provide the names of all OTs in LTAs
- 4.05. Newly hired OTs shall receive relevant information for their position as an OT
- 4.06. Board shall inform WEOT of any LOAs
- 4.07. Board shall deduct dues from OTs
- 4.08. Dues shall be forwarded to the Association

4. Association Security

- 4.09. The Board shall deduct a levy from OTs
- 4.10. The levy shall be provided to WEOT
- 4.11. The Association shall avoid claims or suits related to deductions
- 4.12. Each school shall have an Association mailbox
- 4.13. WEOT shall have bulletin board space at each school
- 4.14. WEOT shall participate in OT orientation

5. Management Rights

- 5.01 - 5.03. Management rights of the Board
- 5.04. No OT shall be disciplined without just cause, there is a 60 day probationary period for newly hired OTs
- 5.05. Board can hire a suitably qualified person who is not on the OT Roster to take charge of an instructional unit if no OT is available

6. Grievance Procedures

- 6.01. Time limits are mandatory
- 6.02. Policy grievances start at step 2
- 6.03. Individual grievors may be accompanied or represented by the union
- 6.04. Grievance procedure: Step 1 – verbal discussion with superintendent of HR within 10 school days; Step 2 – Board has 2 days to reply, after the 2-day period the union has 5 days to respond in writing, Board shall reply within 5 days

6. Grievance Procedures

- 6.05. Policy grievances are grievances that affect more than one OT. Policy grievances start at step 2 of the grievance procedure and must be filed within 10 days.
- 6.06. Notice requirements

7. Arbitration

- 7.01. If a grievance is not settled in Step 2, the grievance may be referred to arbitration within 10 days after the decision in Step 2
- 7.02. Grievances must follow the process in Article 6 before going to arbitration
- 7.03. If no arbitrator is assigned within 14 days, the parties may apply to the MOL for an arbitrator

7. Arbitration

- 7.04. Expedited arbitration is available under section 49 of the OLRA
- 7.05. Arbitration decisions are final
- 7.06. Arbitrator shall not change provisions of the CA or give a decision inconsistent with CA
- 7.07. Each party will pay half the cost of the arbitration

8. Leave of Absence

- 8.01. Board will pay for medical certificate
- 8.02. Bereavement Leaves for LTO teachers: 3 days for parent, spouse, child or sibling; 1 day for aunt, uncle, in-law, grandparents or grandchild; an additional day may be allowed
- 8.03. one day for paid leave for LTO teachers for an exam or for graduation

8. Leave of Absence

- 8.04. Up to 10 days for jury duty for an LTO teacher, paid leave for medical quarantine
- 8.05. OTs can request pregnancy leave without pay, the Board shall grant an extension of parental leave for up to one year if requested
- 8.06. Board shall grant a leave up to six months, the Board may up to another year
- 8.07. OT president shall be full time release

9. Benefits

- This article is no longer in effect as of June 1, 2017

10. Access to Records

- 10.01(a). OTs shall have access to their personnel files
- 10.01(b). Negative material placed in a personnel file must be reviewed by the OT first
- 10.01(c). OTs may rebut any information in their personnel file
- 10.01(d). Negative reports shall be removed after 3 years

11. Occasional Teacher Roster

- 11.01(a). A list shall be 15% FTE of Board, this will be achieved by attrition
- 11.01(b). B list limit is 21% FTE of Board, B list members move to A list by seniority
- 11.01(c). If an OT on the A list takes a leave, a B list person will be temporarily moved to the A list
- 11.01(d). OTs stay on A list during a leave

11. Occasional Teacher Roster

- 11.02. OTs that are in excess of the A list compliment shall be moved to B list on Oct 30
- 11.03(a). The union must be informed 5 days before the Board attempts to remove an OT from the OT roster. OTs can be removed due to just cause, two unsatisfactory performance reviews by two principals, if the OT refuses 2 or more assignments in 20 days, if the OT cannot be contacted on 2 occasions within 20 days, if the OT does not submit a renewal form, if the OT resigns

11. Occasional Teacher Roster

- 11.03(b). OTs may be suspended if they do not complete mandatory training
- 11.04. Before removing an OT, the Board must: inform the OT and union 5 days prior, the union has 5 days to request a meeting to resolve the matter, the meeting shall be held within 5 days, the OT may still grieve the matter

12. Central Dispatch System

- 12.01. Job offers must be made through the Central Dispatch System (EasyConnect)
- 12.02(a). Job offers shall rotate through qualified A list members, then qualified members on the B list. If no qualified members are available, unqualified A list members will be contacted before unqualified B list members

12. Central Dispatch System

- 12.02(b). OTs shall rotate through lists of division/qualification, geographic preference, and availability. Assignments will be offered to the OT that has gone the longest without receiving an offer for that division/rotation.
- 12.02(c). Job offers shall indicate if the assignment is half or a full day
- 12.02(d). Multiple subject assignments shall be offered to OTs with all the required quals

12. Central Dispatch System

- 12.03(a). OTs will be called between 6 and 10 PM and 6 and 8 AM. Jobs offered at 6 PM shall be held until 9 PM. Jobs continue to be offered to occasional teachers until the assignment is filled.
- 12.03(c). A message detailing the offer will be left if no direct contact is made with the OT
- 12.03(d). Jobs made after 12 PM are outside rotation
- 12.03(e). Board shall inform about Fifth's Disease

12. Central Dispatch System

- 12.04. On days of an anticipated high number of assignments, OTs may be offered two jobs per contact, OTs may decline a second assignment without it counting as a refusal
- 12.05. Job offers between 8 AM and 4 PM shall not constitute a refusal
- 12.06. OTs continue in an assignment unless told otherwise

12. Central Dispatch System

- 12.07. The Board and union recognize that in emergency situations the callout process can be by-passed, but no unqualified person shall be contacted until all OTs have been called
- 12.08. OTs may adjust their availability using the calendar provided by the CDS
- 12.09. The Board shall provide the union with weekly and monthly reports and with the names of all emergency persons used to fill assignments

12. Central Dispatch System

- 12.10. Board agrees to meet with the union and the CDS provider
- 12.11. Within 5 working days, the same OT shall be offered a recurring assignment. Recurring assignment job offers shall be held until 6 AM.

13. Occasional Teacher Renewal Form

- 13.01. OTs must submit a renewal form by June 1 otherwise they will be deemed to have resigned
- 13.02. The Board and union must agree to changes to the renewal form
- 13.03. The Board shall forward the renewal form to OTs by May 1

14. Seniority

- Reference to Part A

15. Long-Term Occasional Assignments

- 15.01. OTs shall not be prejudiced for refusing an LTA
- 15.02. OTs shall receive 2 days notice of an LTA ending
- 15.03. OTs must provide 2 days notice prior to withdrawing from an LTA
- 15.04. OTs shall not be prejudiced for withdrawing from an LTA

16. Postings for Long-Term Assignments

- 16.01. OTs in secondary LTAs shall continue the assignment in the second semester if they have the qualifications
- 16.02. If the Board receives notice that a day-to-day absence will become a long-term, the Board shall post

17. New Teaching Positions

- Reference to Part A
- 17.01. OTs shall only be required to provide a new pastoral reference letter upon being hired into a full time position

18. Remuneration

- 18.01(a). The OT daily rate is determined as 95% of an A1-0 year experience elementary teacher's salary divided by 190 plus \$87,000 divided by the number of casual days worked by all OTs in the previous school year, with a 1% raise on September 1 and a 0.5% raise on the 98th day
- 18.01(b). The daily rate includes holiday and vacation pay

18. Remuneration

- 18.02. LTO teachers are paid at their grid salary divided by 194, LTO pay is retroactive to the first day of the assignment, salary grid is based on QECO category placement and teaching experience
- 18.03. LTO teachers in part-time LTAs shall have their pay prorated
- 18.04. OTs are paid by direct deposit

19. Experience

- 19.01(a). New hires can provide previous teaching experience with 190 days representing a full year of work for the purposes of grid placement
- 19.01(b). 80 to 159 residual days counts as 0.5 years experience, 160 to 190 residual days counts as one year experience
- 19.02. The Board shall forward the number of days worked in the previous year to all OTs

20. Reporting Pay

- 20.01. OTs that report to assignments as a result of an error shall remain at the school and be paid for the day and may be assigned alternate teaching duties. OTs may be sent to another school and will receive mileage.
- 20.01(e). When busses are cancelled in Essex County Secondary Schools, OTs will not be paid

21. Travel Allowance

- 21.01. OTs will be paid mileage for assignments that require travel
- 21.02. OTs that are replacing two teachers at different schools on the same day will receive mileage

22. Professional Activity Days

- 22.01(a). LTO teachers shall be paid for PD days, daily OTs may request to participate in PD days without pay
- 22.02. The Board shall inform the union of the date and content of PD days
- 22.03. The Board shall hold a half-day PD day for OTs and shall consult with the union as to the agenda for the day

23. Working Conditions

- 23.01. OTs may be assigned alternate duties if the teacher being replaced has admin periods
- 23.02. OTs shall not do supervision prior to the start of class on the first day of an assignment
- 23.03. OTs shall receive all information needed to effectively fulfill their assignment
- 23.04. LTO teachers shall receive support and shall complete reports if required

23. Working Conditions

- 23.05. LTO teachers whose LTAs end two weeks prior to a reporting period shall not be required to solely complete report cards
- 23.06. If an OT is requested to complete reports, the OT shall be compensated at the daily rate
- 23.07. LTO teachers shall have access to computers and photocopiers

23. Working Conditions

- 23.08. If a daily plan is not available, OTs shall notify the principal
- 23.09. OTs shall be assigned only the supervision and workload of the scheduled teacher
- 23.10. Casual OTs shall not do more than 2 duties per day
- 23.11. Interviews can be scheduled outside the school day
- 23.12. Boards are to provide the union with the list of OTs interviewed and the time

24. Health and Safety

- 24.01. The union shall designate a member to sit on the Joint Occupational Health and Safety Committee

25. Criminal Background Checks

- 25.01. Existing and new OTs must provide CBC
- 25.02. OTs can perform an annual offence declaration
- 25.03. Board shall keep all CBCs
- 25.04. CBCs are a condition of employment
- 25.05. OTs returning from a leave has 10 days to complete their offence declaration

26. Duration of Agreement

- 26.01. The agreement has been extended to August 31, 2019
- 26.02. Notice provided as a result of the CA shall be deemed received on the next working day

27. Distribution of Agreement

- 27.01. The CA shall be provided electronically
- 27.02. New OTs shall receive the CA
- 27.03. Each school shall receive the CA

Appended Material

- Appendix A: OT Evaluation
- Letter of Intent: BLOC Assignments
- Schedule A: Renewal Form