

COLLECTIVE AGREEMENT

BETWEEN

THE OCCASIONAL TEACHERS
of the
**ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION – DISTRICT 8**

and

**THE AVON MAITLAND DISTRICT SCHOOL
BOARD**

for the period
September 1, 2014 to August 31, 2017



INDEX

PART A: CENTRAL TERMS

		<i>Page</i>
C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	4
C2.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	4
C3.00	DEFINITIONS	5
C4.00	CENTRAL LABOUR RELATIONS COMMITTEE	5
C5.00	CENTRAL GRIEVANCE PROCESS	5
C6.00	VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION	6
C7.00	BENEFITS	6
C8.00	STATUTORY LEAVES OF ABSENCE/SEB	7
C9.00	SICK LEAVE	8
C10.00	PROVINCIAL SCHOOLS AUTHORITY/PSAT	11
C11.00	MINISTRY/SCHOOL BOARD INITIATIVES	11
C12.00	OCCASIONAL TEACHERS AND PA DAYS	12
Appendix A	RETIREMENT GRATUITIES	13
Appendix B	ABILITIES FORM	14
LOA #1	SICK LEAVE	18
LOA #2	REGULATION 274 - HIRING PRACTICES	18
LOA #3	CLASS SIZE	19
LOA #4	BENEFITS	19
LOA #5	STATUS QUO CENTRAL ITEMS	26
LOA #6	STATUS QUO CENTRAL ITEMS AS MODIFIED BY THIS AGREEMENT	27

PART B: LOCAL TERMS

ARTICLE 1	PURPOSE	32
ARTICLE 2	RECOGNITION	32
ARTICLE 3	DEFINITIONS	32
ARTICLE 4	DURATION AND RENEWAL	33
ARTICLE 5	FEDERATION FEES AND BRANCH AFFILIATE LEVY	33
ARTICLE 6	MANAGEMENT RIGHTS	34
ARTICLE 7	OSSTF RIGHTS	34
ARTICLE 8	FEDERATION LEAVE	36
ARTICLE 9	OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE	36
ARTICLE 10	LEAVES OF ABSENCE	36
ARTICLE 11	PROFESSIONAL ACTIVITY DAYS	39
ARTICLE 12	OCCASIONAL TEACHER ROSTER	40
ARTICLE 13	WORKING CONDITIONS	43
ARTICLE 14	LONG TERM OCCASIONAL TEACHING ASSIGNMENTS	44
ARTICLE 15	SALARY	44
ARTICLE 16	BENEFITS	46
ARTICLE 17	GRIEVANCE AND ARBITRATION PROCEDURES	47
ARTICLE 18	ORIENTATION PROCESS	50
ARTICLE 19	CRIMINAL BACKGROUND CHECK	50

Appendix A	<u>LETTER OF UNDERSTANDING – ADDITIONAL QUALIFICATIONS COURSES</u>	51
Appendix B	<u>LETTER OF UNDERSTANDING – REGULATION 274</u>	52
Appendix C	<u>OCCASIONAL TEACHERS’ ROSTER</u>	53

PART A

CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

C2.3 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

[Back](#)
[To](#)
[Index](#)

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance

with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

[Back](#)
[To](#)
[Index](#)

- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The Grievance Shall Include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c) The Committee shall complete its review within 10 days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation:

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator:

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

C7.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C7.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C7.2 Cost Sharing

- a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C7.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C7.4 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:

- i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.
 - c) Status quo to be determined.

C7.5 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.6 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the Employment Standards Act.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

[Back](#)
[To](#)
[Index](#)

- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

[Back
To
Index](#)

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) **Short-Term Leave and Disability Plan (STLDP)**

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) **Eligibility and Allocation**

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the

previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.

- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to

gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i) Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

[Back](#)
[To](#)
[Index](#)

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

[Back](#)
[To](#)
[Index](#)

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By: Health and Wellness Officer Avon Maitland District School Board Please send completed form to CONFIDENTIAL fax 519-527-0608
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: <i>(Please print)</i>	Employee Signature:		
Employee ID:	Telephone No:		
Employee Address:	Work Location:		
Health Care Professional: The following information should be completed by the Health Care Professional			
Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.			
First Day of Absence: _____		General Nature of Illness <i>(please do not include diagnosis)</i> : _____	
Date of Assessment: dd mm yyyy			
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.			
PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other <i>(please specify)</i> :	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other <i>(please specify)</i> :	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other <i>(please specify)</i> :	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other <i>(please specify)</i> :

[Back To Index](#)

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting Repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional
Name: (Please Print) _____
Date: _____
Telephone Number: _____
Fax Number: _____
Signature: _____

Please send completed form to CONFIDENTIAL fax 519-527-0608
Health and Wellness Officer
Avon Maitland District School Board

**LETTER OF AGREEMENT #1
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: Sick Leave**

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Regulation 274 - Hiring Practices**

[Back
To
Index](#)

The parties and the Crown agree that hiring for Long Term Occasional and permanent positions as set out in Regulation 274 under the Ontario Education Act is governed solely by and contained exclusively in that regulation and is outside the purview of this collective bargaining process.

The parties and the Crown agree to meet to discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.

**LETTER OF AGREEMENT #3
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
Re: Class Size**

The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.

**LETTER OF AGREEMENT #4
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Benefits**

[Back](#)
[To](#)
[Index](#)

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the Income Tax Act (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

[Back](#)
[To](#)
[Index](#)

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements.

The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as

reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
 - 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
 - 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
 - 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
 - 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

[Back](#)
[To](#)
[Index](#)

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

[Back](#)
[To](#)
[Index](#)

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b),(d),(e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

[Back](#)
[To](#)
[Index](#)

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal

(as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

[Back](#)
[To](#)
[Index](#)

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

LETTER OF AGREEMENT #5 BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in

respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. E-Learning
2. Dual Credits
3. Equivalent Learning
4. Additional Professional Assignments / Supervision
5. Staff Meetings
6. Occasional Teacher Workload Provisions
7. Local Committee Structure for Statutory Committees
8. Contracting Out
9. Guarantees Re: Job Security
10. Guaranteed Generation
11. Access to Employment / Increase to FTE Entitlement
12. Principals/Vice Principals Return to the Bargaining Unit and Acting/Temporary Principals/Vice Principals
13. Qualification-based allowances
14. VLAP

[Back](#)
[To](#)
[Index](#)

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP UP BENEFITS

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the Workplace Safety and Insurance Act, 1997;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the Workplace Safety and Insurance Act, 1997 in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

[Back](#)
[To](#)
[Index](#)

3. SHORT TERM PAID LEAVES

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit

gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above.”

[insert current Retirement Gratuity language from local collective agreement]

[Back](#)
[To](#)
[Index](#)

PART B

LOCAL TERMS

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Collective Agreement, hereinafter referred to as the “Agreement”, is to establish the terms and conditions of employment of all Members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances which may arise.
- 1.02 Except for errors, inadvertence or omission, this Agreement shall form the basis for computing all salaries and other terms and conditions of employment.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes OSSTF as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and who are on the Board's roster of Occasional Teachers who may be assigned to a secondary school.
- 2.02 The Board recognizes the negotiating team of the Bargaining Unit as the sole and exclusive group authorized to negotiate on behalf of OSSTF.
- 2.03 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement. The Bargaining Unit and OSSTF recognize the right of the Board to similar representation in this Agreement.
- 2.04 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director of Education or designate, and from the President of the Bargaining Unit or designate.
- 2.05 The Board agrees to provide each Occasional Teacher with a copy of this Agreement, the costs of which will be shared equally between the Board and the Bargaining Unit.
- 2.06 The Board recognizes that the Teachers' Bargaining Unit represents all the Occasional Teacher Bargaining Unit members. The Board recognizes the right of the Teachers' Bargaining Unit to represent Occasional Teachers in all matters pertaining to the negotiation and administration of the Occasional Teachers' Collective Agreement, and to represent an Occasional Teacher in all matters regarding the conduct or competence of the Occasional Teacher.

ARTICLE 3 - DEFINITIONS

- 3.01 “Board” shall mean the Avon Maitland District School Board.
- 3.02 “Bargaining Unit” shall mean the Occasional Teachers of District 8 of OSSTF.
- 3.03 “OSSTF” shall mean the Ontario Secondary School Teachers' Federation.

- 3.04 "Occasional Teacher" shall mean an Occasional Teacher as defined in the *Education Act*.
- 3.05 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher.
- 3.06 "Short Term Occasional Teacher" shall mean an Occasional Teacher who is employed on any other basis than that set out in 3.05.
- 3.07 "Secondary School Teachers' Collective Agreement" means the Collective Agreement between the Board and the OSSTF District 8 Secondary School Teachers.
- 3.08 "Secondary School Teacher" means a Teacher employed by the Board and covered under the Secondary School Teachers' Collective Agreement.
- 3.09 "Probationary Occasional Teacher" shall mean those Occasional Teachers with less than forty (40) full-time equivalent days of work as an Occasional Teacher with the Board. Notwithstanding the aforementioned forty (40) full-time equivalent days of work, no Occasional Teacher shall be considered probationary for a period of more than one (1) full-time equivalent school year where the Occasional Teacher has worked at least twenty (20) full-time equivalent days of work in that one (1) full-time equivalent school year. Notwithstanding the above, former Secondary School Teachers with the Board will not be considered probationary Occasional Teachers.

ARTICLE 4 - DURATION AND RENEWAL

- 4.01 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 4.02 The Board agrees that there shall be no lockout of Occasional Teachers and OSSTF agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.
- 4.03 Where changes in legislation or regulations affect the terms of this Agreement, the parties agree to meet at a mutually agreeable time in an attempt to agree on a method of modifying this Agreement.

ARTICLE 5 - FEDERATION FEES AND BRANCH AFFILIATE LEVY

- 5.01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, dues, surcharges and levies. The amount deducted shall be equivalent to that prescribed in the Constitution and By-laws of the OSSTF and/or the Bargaining Unit. Dues deducted in accordance with this article shall be remitted to the Treasurer of OSSTF no later than the fifteenth (15th) day of the month following the month in which the deductions were made. Levies and surcharges deducted in accordance with this article shall be remitted to the Treasurer of OSSTF

District 8, Avon Maitland. OSSTF and/or the Bargaining Unit shall advise the Board at least 30 days in advance of any change being required to the dues, surcharges and/or levies deducted.

- 5.02 The payment of dues, surcharges and levies shall be accompanied by a list showing the names, Social Insurance Number, total salary for the period, dues, surcharges and/or levies deducted and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. This list will be made available to the bargaining unit at the end of each month following the October pay.
- 5.03 OSSTF shall indemnify and save the Board harmless from any claims, suits, attachment and any form of liability as a result of such deductions authorized by the OSSTF or the Bargaining Unit.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration. All rights shall remain exclusively with the Board, except as specifically limited by the provisions of this Agreement.
- 6.02 Without restricting the generality of the foregoing, the Board's rights shall include:
- (a) the right to hire, assign and direct all Occasional Teachers and to determine requirements for Occasional Teachers;
 - (b) the right to discipline, suspend and discharge for just cause any non-probationary Occasional Teacher;
 - (c) the right to discipline, suspend and discharge any Probationary Occasional Teacher for disciplinary reasons, lack of competence, or for failure to meet required teaching standards; and
 - (d) the right to make and alter policies, regulations and procedures to be observed by Occasional Teachers that are not inconsistent with provisions set out herein and which are in compliance with the prevailing statutes and regulations.

ARTICLE 7 - OSSTF RIGHTS

- 7.01 No Occasional Teacher shall be disciplined, suspended or discharged without just cause.
- 7.02 An Occasional Teacher shall have the right to have a representative of OSSTF present when the conduct or competence of the Occasional Teacher is being considered. The Board or its representatives will advise the Occasional Teacher of this right prior to such a meeting.
- 7.03
- (a) The only recognized personnel file of an Occasional Teacher shall be maintained in the Human Resource Services Department of the Board.
 - (b) An Occasional Teacher shall receive a copy of any documents concerning the Occasional Teacher's conduct or competence which are placed in the Occasional Teacher's personnel file.

- (c) Upon prior written request, an Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file in the presence of the appropriate Board staff representative. The Occasional Teacher may, at the Occasional Teacher's expense, make a copy of any information contained in the file and may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher. Where an Occasional Teacher disputes the accuracy of the documentation contained in the personnel file, the Occasional Teacher may request to attach his/her written comment(s) to the documentation.
- (d) Every effort will be made to negotiate a date for the removal of any document of a disciplinary nature from the Occasional Teacher's file prior to the placement of the document in the Occasional Teacher's file. When a removal date cannot be agreed upon and where twenty-four (24) months have elapsed since the placement of a disciplinary document in the Occasional Teacher's file, the Occasional Teacher may request the disciplinary document be reviewed. Such documentation shall be removed from the Occasional Teacher's file provided that
 - (i) no additional related disciplinary documentation has been added to the Occasional Teacher's file during the intervening period;
 - (ii) the Occasional Teacher has worked a minimum of 100 days.
- (e) Where two years have elapsed since the placement of a non-disciplinary letter of expectation in an Occasional Teacher's file, the Occasional Teacher may request that the letter be reviewed. The letter shall be removed from the file provided that no additional related documentation has been added to the Occasional Teacher's file during the intervening period.

Disciplinary matters resulting in a suspension, or related to harassment or violence shall remain on file for thirty-six (36) months subject to Article 7.03 (b) (ii).

Notwithstanding the preceding paragraph, where the Board considers it necessary to retain such documents for the legal protection of the Board and/or the teacher, such documents may remain in the Occasional Teacher's file at the discretion of the Board.

- 7.04 The Board shall provide to the Bargaining Unit bulletin board space in each secondary school for the posting of notices which may be of interest to Occasional Teachers.
- 7.05 The Bargaining Unit shall notify the Board in writing of the names of its representatives as follows: Officers, Bargaining Committee Members, Grievance Committee Members.
- 7.06 No Occasional Teacher shall be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed,

sex, sexual orientation, age, marital status, family status, or handicap, as these are defined in the *Human Rights Code, R. S.O. 1990, Chap. H-19 as amended*, or because of participation in the activities of, or membership in, OSSTF.

- 7.07 The Board agrees to consult with the Bargaining Unit regarding the development of an evaluation process for Occasional Teachers.
- 7.08 The OSSTF and/or Bargaining Unit shall be allowed to carry out OSSTF business on the Board's premises outside of the regular school day providing it does not interrupt the instructional program. Such meeting space shall be free of charge. No Occasional Teacher shall leave his or her assigned duty to attend to OSSTF business without the consent of the Director of Education or designate.
- 7.09 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations as minimum acceptable standards.

ARTICLE 8 - FEDERATION LEAVE

- 8.01 At the written request of OSSTF and/or the Bargaining Unit, the Board shall grant release time for Bargaining Unit purposes without loss of pay. Any costs associated with such release time will be paid for by the Bargaining Unit. Such release time shall only be granted where the school in which the Occasional Teacher was scheduled to work is able to find a suitable replacement.
- 8.02 On the written request of OSSTF and/or Bargaining Unit, the Board shall hire an Occasional Teacher, on a daily basis only, for Bargaining Unit purposes. Any costs associated with such a hire will be paid for by the Bargaining Unit.
- 8.03 One Bargaining Unit representative will be granted release time to participate in negotiations with the costs of this release time to be shared equally between the Board and the Bargaining Unit.

ARTICLE 9 - OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE

- 9.01 There shall be an Occasional Teacher-Board Relations Committee comprised of three members of the Bargaining Unit, and three Board representatives. The Committee shall meet at the request of either party at a time mutually agreed upon to discuss matters of concern. A minimum of two (2) representatives of each of the Bargaining Unit and the Board are required to make a quorum for such a meeting.

ARTICLE 10 - LEAVES OF ABSENCE

10.01 Voluntary Unpaid Leaves of Absence

Upon written request to the Director of Education or designate by an Occasional Teacher, the Board agrees to approve a voluntary unpaid leave of absence for an Occasional Teacher. Such leave may be for a period up to and including one (1) school year. Consideration will be given to requests for leave beyond the period identified above in exceptional circumstances, at the discretion of the Director of Education

or designate. The Occasional Teacher's name will be re-activated on the Occasional Teacher Roster at the end of the leave unless the Occasional Teacher requests otherwise.

10.02 **Sick Leave**

Sick leave is provided as in Section C9.00 of Part A: Central Terms. A Long Term Occasional Teacher who cannot attend to duties due to illness shall be granted sick leave with pay to the extent of the Occasional Teacher's accumulated sick leave days.

Accumulated sick days will be carried forward to subsequent long term assignments in the same school year. In matters of dispute, the onus of proof relative to absence due to illness rests with the Occasional Teacher.

10.03 **Bereavement Leave**

For Long Term Occasional Teachers, the following will apply:

- (a) Absence of up to five (5) days per occasion without loss of pay shall be granted and shall not be chargeable against sick leave credits where absence is required through death in the immediate family. Immediate family shall mean the Occasional Teacher's spouse/partner and the parents/former guardians, brother/brother-in-law, sister/sister-in-law, child, grandparents, grandchildren, step-sister and step-brother of the Occasional Teacher or the Occasional Teacher's spouse/partner.
- (b) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the Occasional Teacher plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay and shall not be chargeable against sick leave credits

10.04 **Jury Duty/Quarantine**

A Long Term Occasional Teacher shall be eligible for leave without loss of pay, benefits or sick leave if called for jury duty or under quarantine. Such leave shall not be considered an interruption in service for the calculation of the length of the assignment. Service fees as are received by the Occasional Teacher for jury or witness duty shall be remitted to the Board by the Occasional Teacher.

10.05 **Parenthood Leave**

Pregnancy and parental leave shall be granted and governed in accordance with the provisions of the *Employment Standards Act*.

- (a) The Board shall provide for long term Occasional Teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The Occasional Teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Occasional Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Occasional Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (e) The Occasional Teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (f) Occasional Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Occasional Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If an Occasional Teacher begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) (i) For all pregnancy leaves the Board shall pay the occasional teacher two (2) weeks of regular pay during the two (2) week waiting period prior to the receipt of Employment Insurance payments. Such payment shall be made as soon as possible after the Occasional Teacher submits proof of the Employment Insurance amount that the occasional teacher is eligible for and proof that the first Employment Insurance payment has been made.
- (ii) For an Occasional Teacher on statutory pregnancy leave where there is not a two (2) week waiting period prior to the receipt of Employment Insurance payments the Occasional Teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first two (2) weeks of leave. Such payments shall be made as soon as possible

after the Occasional Teacher submits proof of the Employment Insurance amount that the Occasional Teacher is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.

- (iii) For pregnancy leaves, the Board shall pay a "top-up" payment following the waiting period or, when the waiting period occurs before the birth of the child, immediately following the birth of the child. Such payment which when added to the Employment Insurance benefits shall be equal to 100% of the teacher's regular pay for the next six (6) weeks of the leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.

No sick leave credits shall be deducted as a result of payments above.

10.06 **Inclement Weather**

Where a Long Term Occasional Teacher is unable to reach the school because of weather conditions that are severe enough to make it impossible to reach the school or if the school is closed, there will be no loss of pay. It will be the Long Term Occasional Teacher's responsibility to notify the Principal or designate of the situation as soon as possible.

ARTICLE 11 - PROFESSIONAL ACTIVITY DAYS

- 11.01 The Board shall provide information to the Bargaining Unit President about the district-wide professional activities provided by the Board. The Bargaining Unit shall be provided the opportunity to have representation on the District-wide Staff Development Committee.
- 11.02 Participation in Professional Activity Days not attached to the beginning or the end of the school year shall be mandatory for Long Term Occasional Teachers when they occur during their assignments. Non-participation on such days not covered by Article 10 will be considered as an interruption in service for the calculation of the length of the assignment, and shall not be paid.

Should a short-term assignment become a long-term assignment, non-participation by the short-term Occasional Teacher shall not constitute an interruption of the long-term assignment and the days prior to the Professional Activity Day shall be included in the calculation of the long-term assignment and shall be paid accordingly.
- 11.03 Participation in Professional Activity Days is provided as in Section C12.00 of Part A: Central Terms.

- 11.04 An Occasional Teacher not on a Long Term teaching assignment may attend, on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in writing to the Director of Education or designate at least fifteen (15) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.
- 11.05 The Bargaining Unit and the Board will work together to co-plan a voluntary, unpaid PD session once each year for Occasional Teachers. Costs, excluding mileage, shall be borne by the Board.

ARTICLE 12 - OCCASIONAL TEACHER ROSTER

- 12.01 To be eligible for inclusion on the Occasional Teacher Roster, and in order to accept assignments as an Occasional Teacher for the Board, an Occasional Teacher must be in good standing with the Ontario College of Teachers. Before receiving an assignment with the Board, an Occasional Teacher shall be added to the Occasional Teacher Roster.
- 12.02 The Board will maintain the Occasional Teacher Roster for its secondary schools and will have the sole discretion to add names to the Roster to a maximum of forty (40) percent of FTE Secondary School Teachers. If the Superintendent of Human Resource Services or designate determines that the number of Occasional Teachers available does not meet the needs of the system, additional Occasional Teachers may be added to the Roster to a maximum of four (4) further percent beyond the forty (40) percent cap, following consultation with the President of the Occasional Teacher Bargaining Unit.
- 12.03 The Roster shall provide the following information for each Occasional Teacher: name, telephone number, address, qualifications, teaching preferences and availability for work.
- 12.04 Occasional Teachers shall notify the Human Resource Services Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 12.05 The Occasional Teacher Roster shall be provided to schools for use prior to the end of the first week of the school year in September. A copy of the Roster will be forwarded to the Bargaining Unit President simultaneously. A revised Roster will be provided to the Bargaining Unit President at the end of each month in which the Roster is revised. The revised Roster shall indicate the date of addition for each new Occasional Teacher.
- 12.06 The Board agrees to review the composition of the Occasional Teacher Roster annually to ensure that it contains only the names of those Occasional Teachers actively seeking assignments. An Occasional Teacher who has not worked a minimum of eight (8) days of offered employment over the course of the school year may be removed from the Occasional Teacher Roster. The names of the Occasional Teachers

who do not respond to the Board's annual review of the Roster shall be removed from the Roster effective the following school year.

- 12.07 (a) An Occasional Teacher who is included on the Roster shall be available for assignment or shall provide reasonable grounds for refusing such assignment. Eligible Occasional Teachers who refuse eight (8) assignments for reasons other than being employed as an Occasional Teacher elsewhere or on other reasonable grounds may have their names removed from the Occasional Teacher Roster.
- (b) Prior to removal under this Article, the Occasional Teacher will have the opportunity to supply reasons to the Board for all job refusals. Where removal occurs under this Article, the Occasional Teacher will be notified electronically in July/August of the effective date of removal by the Board.
- 12.08 Volunteers, including but not limited to parents, co-op students and peer tutors, shall not be used as substitutes for Occasional Teachers.
- 12.09 The Board shall use an electronic system to distribute offers of work to short term Occasional Teachers using a qualifications based rotational order system (currently Smart Find).
- 12.10 In the event that the electronic system fails, a manual system shall be employed by the Board to distribute such offers.
- 12.11 The subject qualifications of the Occasional Teacher shall be registered in the electronic call out system as well as schools at which the Occasional Teacher is prepared to accept an assignment.
- 12.12 Should a teacher fail to enter their absence in the electronic system by 7:00 am on the day of the absence, there will be no requirement to rely exclusively on the electronic system to fill any such vacancy.
- 12.13 The Board shall provide to the Bargaining Unit a monthly report of days worked and work refusals by Occasional Teachers plus a written explanation, if requested, of the reasons for any imbalance between Occasional Teachers in days worked.

The monthly report shall include the following information from the electronic call-out system's database:

- name
- daily availability
- work locations desired
- number of days worked, do-not-disturbs, calls received, calls accepted, calls declined, cancellations, hang-ups, and no-answers.
- for each day worked, the date, the portion of the day, and the work site location.

- 12.14 "Pre-arranged" shall mean offered via direct communication (in person, by telephone, by email, etc.) from a school administrator. The only

situations in which short-term work may be pre-arranged are the following:

- When a short-term assignment needs to be continued beyond its original length due to the unexpected continued absence of a Secondary School Teacher, the continuation of the assignment may be pre-arranged with the Occasional Teacher already in place.
- When an Occasional Teacher holds a part-time contract or LTO position, short-term assignments may be pre-arranged in the same school in which the part-time position is held.
- When the need for an assignment becomes known after 7:00 a.m. on the same day.

No other short-term work shall be pre-arranged; all other short-term work shall be assigned via the electronic call-out system, with the exception of when Article 12.10 applies.

School administrators shall keep a log of all pre-arranged assignments and this information will be made available to the Bargaining Unit upon request.

[Back](#)
[To](#)
[Index](#)

- 12.15 Notwithstanding Article 12.01, individuals not on the Occasional Teacher Roster will not be hired on an emergency needs basis for short-term Occasional Teacher positions unless
- the job has been deemed 'unfilled' after exhausting the general location list for that site, or no Occasional Teacher has accepted the assignment ninety minutes prior to the starting time of the job; and,
 - all available on-calls at that site have been fully utilized; and,
 - on-site Occasional Teachers with partial LTO or contract status have been fully utilized.

The Board shall inform the Bargaining Unit each time an individual not on the Occasional Teacher Roster is hired on an emergency needs basis. In any event, the Bargaining Unit will be informed no later than the end of the next school day.

Upon request, the Bargaining Unit shall be provided with the SmartFind call-out record for any job filled on an emergency needs basis as soon as reasonably possible.

- 12.16 Each month, the Bargaining Unit shall receive, upon request, a Detail Report for up to four Occasional Teachers, showing the history of calls, including job numbers, dates/times called, telephone numbers, locations, classifications, start dates/times, end dates/times, and dispositions (i.e., no answer, accept, decline, hang up, cancelled by substitute, cancelled by administrator, operator intercept, assigned by administrator, or busy). Such requests shall be made by the last school day of the month, and the number of allowed requests shall not accumulate from month to month. No more than twenty such requests may be made per school year.

- 12.17 Except in the case of an emergency, Occasional Teachers will be contacted either between 6:30 a.m. to 8:00 a.m. or 6:00 p.m. to 9:00 p.m.

ARTICLE 13 - WORKING CONDITIONS

- 13.01 Each school shall ensure that its Code of Behaviour is accessible to each Occasional Teacher.
- 13.02 The schedule for a short-term Occasional Teacher shall be the same as the schedule of the teacher who is being replaced or an equivalent timetable including supervision duties. Three periods of work in a day shall constitute a full day's work. After the second day of a continuous assignment, the schedule for an Occasional Teacher shall be the same as the schedule of the teacher who is being replaced, except in the case of an emergency.
- 13.03 Where an Occasional Teacher replaces a teacher who is receiving a travel allowance, the Occasional Teacher shall receive, in accordance with the Board's procedures, the applicable travel allowance.
- 13.04 Each school shall ensure that an Occasional Teacher is provided with a package at the start of each teaching assignment in the school including but not limited to:

- attendance procedures;
- maps of the school, including fire exits;
- daily schedule including period times and lengths;
- list of staff;
- synopsis of responsibilities for hall duties, cafeteria duty, assemblies, etc.;
- rules governing computer use in classrooms and labs, access to the library and school bus times;
- the process for dealing with injuries or illness, violence and deviant behaviour;
- how to use the school communication system;
- procedures designed to ensure student safety; and,
- location of a computer in the school that may be accessed for the Board's electronic communication platform;
- a list of medically-at-risk students for classes to which the Occasional Teacher is assigned;
- keys to the classroom assigned.

The package for Occasional Teachers shall be updated annually. The school shall make every reasonable effort to ensure that the classroom instructions prepared by the absent teacher, names of applicable Educational Assistants and seating plans are provided to the Occasional Teacher covering the absent teacher's classes.

- 13.05 (a) The Board shall continue to maintain sufficient liability insurance for Occasional Teachers arising from the performance of:
- (1) their assigned duties as described in the Education Act and its Regulations;

- (2) other assigned duties;
 - (3) involvement in voluntary duties;
 - (4) any activities related to any Board Policy.
- (b) No Occasional Teacher shall be required to do any medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk or injury or liability for negligence. No Occasional Teacher shall be required to provide feeding or toileting health support service.
 - (c) Occasional Teachers shall not be requested by their Principal or other members of their school administration to transport students.

13.06 An Occasional Teacher Additional Qualification shall not be a requirement of employment.

ARTICLE 14 - LONG TERM OCCASIONAL TEACHING ASSIGNMENTS

- 14.01 The Board shall post Long Term vacancies of 40 school days or more in duration where there are at least two (2) scheduled work weeks between the identification of the vacancy and the effective date of the vacancy.
- 14.02 Vacancies, as identified in 14.01, shall be posted electronically for three (3) working days. A copy of each posting shall be forwarded to the Bargaining Unit President.
- 14.03 The Board will establish an information system in consultation with the Principals and the Bargaining Unit to enable Occasional Teachers to indicate their interest in long-term occasional assignments and to communicate position information related to the long-term assignments. Only qualified teachers on the Occasional Teacher Roster will be chosen for non-posted assignments. Outside hiring for a non-posted assignment will only be permitted in the event that no qualified Occasional Teacher on the Roster is available, or if the sole qualified candidate is deemed unsuitable by the Board.
- 14.04 Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken.

ARTICLE 15 - SALARY

- 15.01 All salary rates as set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- 15.02 Subject to Article 15.10, a Long Term Occasional Teacher shall be paid a per diem rate equal to 1/194 of the yearly salary as determined by the grid in the Secondary School Teachers' Collective Agreement for teachers of the same qualifications and experience effective on the tenth (10th) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The per diem rate paid shall not be less than the per diem rate paid to a Short Term Occasional Teacher.

[Back To Index](#)

- 15.03 Subject to Article 15.10, a Short Term Occasional Teacher shall be paid a per diem rate of 1/194 of the minimum salary Group 1 in the Secondary School Teachers' Collective Agreement plus an additional \$4.24 per diem (\$4.28 per diem effective September 1, 2016; \$4.30 per diem effective the 98th day of the 2016-2017 school year).
- 15.04 Category placement on the salary grid for Long Term Occasional Teachers shall be in accordance with the current OSSTF Certification Program.
- 15.05 Experience credit for placement on the salary grid for Long Term Occasional Teachers shall be granted in accordance with the experience credit provided under the Secondary School Teachers' Collective Agreement. All experience shall be validated to the satisfaction of the Director or designate and shall only be experience acquired prior to the first day of each regular school year.
- 15.06 It shall be the responsibility of the Occasional Teacher to provide to the Director or designate valid copies of documents initialed by an appropriate Board official to support claims made under 15.04 and 15.05. Until such time as the documentation is provided to the Director or designate, a Long Term Occasional Teacher shall be paid as if he/she is in Group 1/Year 0. No retroactive pay adjustment will be made beyond five (5) months, unless the delay is through no fault of the Occasional Teacher.
- 15.07 A Record of Employment for Short Term Occasional Teachers shall be issued upon request. Long Term Occasional Teachers shall receive a Record of Employment at the conclusion of their assignments on request, or if at the end of the school year, by July 31st following school closing on request.
- 15.08 **Pay Schedule**
Under normal circumstances, Occasional Teachers:
(a) shall be paid by direct deposit by the 15th of the month and the last day of the month; and
(b) shall be paid for days worked in a pay period no later than the end of the following pay period.
- Note: Normal circumstances shall mean all circumstances other than emergency catastrophic events beyond the Board's control which prevent the payment of salary by the dates above.
- 15.09 Short-term Occasional Teachers will be employed and paid for either the morning, afternoon or both. Work in either the morning or the afternoon will constitute a half a day of work and will be paid accordingly.
- 15.10 A job number will be issued to the short-term Occasional Teacher no later than the start of the day's assignment.
- 15.11 Unless a short-term Occasional Teacher is notified of the cancellation of an assignment at least one and a half (1 ½) hours before the start of the

assignment, the Occasional Teacher will be paid for the assignment. It is understood that the Occasional Teacher may be assigned alternate work.

15.12 **Extra Degree Allowance**

An extra degree allowance will be paid to as salary to long-term Occasional Teachers in accordance with Article 8 of the Secondary School Teacher's Collective Agreement.

15.13 **Hours of Insurable Earnings**

Without prejudice to the number of hours actually worked by an individual Occasional Teacher in connection with the Occasional Teacher's professional duties and for the limited purpose of completing the forms under the Employment Insurance Act and without prejudice to the respective positions of the Board and Union as to the number of hours worked on a daily basis by the average Occasional Teacher.

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130. No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, pursuant to Subsection 10 (2) of this regulation that eight (8) hours per day is a reasonable description of the hours of work of an Occasional Teacher in a full-time assignment and that it is reasonable to pro-rate the daily hours of part-time Occasional Teachers accordingly.

ARTICLE 16 - BENEFITS

16.01 (a) Benefit eligibility in accordance with this Article shall be granted to Long Term Occasional Teachers at the onset of their contracts, or retroactively to the first day of hire for those whose day-to-day assignments became long-term on the 10th consecutive day of an assignment. Benefit eligibility will extend to the end of the continuous assignment.

(b) Benefit eligibility for Long Term Occasional Teachers under the above paragraph will extend to the major medical, dental and life insurance plans offered to the Secondary School Teachers under the Secondary School Teachers' Collective Agreement. Premiums will be paid by the Occasional Teacher on the same basis as applied to Secondary School Teachers.

16.02 An Occasional Teacher who worked at least eighty (80) full-time equivalent days as an Occasional Teacher in the secondary panel for the Board in the prior school year shall, subject to the conditions in Article 16.03 below, be eligible to enroll and participate in the Employee Benefit Plans at 100% employee cost.

16.03 **Application and Eligibility**

(a) Each eligible Occasional Teacher shall, not later than June 30 each year, complete and return the benefits election form provided

by the Board. Where an Occasional Teacher fails to meet the June 30 deadline, he or she shall be deemed to have waived any entitlement to benefits pursuant to Article 16 unless or until the Occasional Teacher again becomes eligible pursuant to Article 16.02 above.

- (b) An eligible Occasional Teacher who elects to participate in the Employee Benefit Plans shall be a participant in the plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:
 - (i) remains on the Board's Roster of Occasional Teachers; and
 - (ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board.

- 16.04 An Occasional Teacher currently enrolled in the benefit plans may continue participation in the plans from the next September 1 to the following August 31 providing that the Occasional Teacher:
- (a) works at least eighty (80) full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
 - (b) pays 100% of the premiums as per Article 16.02 above

[Back](#)
[To](#)
[Index](#)

ARTICLE 17 – GRIEVANCE AND ARBITRATION PROCEDURES

17.01 Purpose and Definitions

- (a) The purpose of this article is to establish a procedure for the settlement of all differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement or of an existing practice of the Board. The contravention of existing practices of the predecessor boards will not form the basis of any grievance. Differences may be resolved by a complaint under Article 17.03 and/or a grievance under Article 17.04, 17.05 and 17.06. Failing resolution the parties may proceed to arbitration under Article 17.07.
- (b) A "party" to the grievance shall be defined as the Bargaining Unit or the Board. The complainant shall be an Occasional Teacher.
- (c) "Days" shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.

17.02 General

- (a) If the complainant fails to complete the complaint procedure within the total number of days outlined in 17.03, the complaint shall be deemed to be abandoned.
- (b) If the grievor fails to act within the time limits set out at any step of the grievance procedure, the grievance shall be deemed to be abandoned.
- (c) If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the complainant or the grievor will submit the complaint or grievance to the next step outlined in the procedure.
- (d) At any stage of the complaint or grievance procedure, the time

limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.

- (e) At any step of the grievance procedure, the parties may be represented by an advisor, agent, counsel or solicitor. The Board recognizes the right of a Bargaining Unit grievance committee member to be present and to represent an Occasional Teacher at any stage of the complaint or grievance procedure.
- (f) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

17.03 **Complaint Procedure**

An Occasional Teacher, with the concurrence of the Bargaining Unit, may initiate a complaint with the Occasional Teacher's immediate supervisor (the Principal in the case of all in-school Occasional Teachers). The Occasional Teacher must indicate that the complaint is in accordance with Article 17 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) days of the Occasional Teacher's awareness of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) days of the time when the complaint is first discussed with the immediate supervisor, the complaint may be taken up within a further five (5) days as a grievance in the manner and sequence described in Article 17.04.

[Back](#)
[To](#)
[Index](#)

17.04 **Grievance Procedure**

A grievance shall contain:

- (a) a brief description of the alleged violation, including any facts to support the grievance; and
- (b) the clauses or any other language alleged to be violated; and
- (c) the relief or remedy sought.

Step One

Failing settlement under the complaint procedure, the Bargaining Unit may, within the time limits prescribed in Article 17.03, refer the grievance in writing to the Superintendent of Human Resource Services or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

Step Two

Failing settlement at Step One, the Bargaining Unit may, within ten (10) days of the response of the Superintendent of Human Resource Services or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) days.

Step Three

Failing settlement at Step Two, the Bargaining Unit may, within ten (10) days of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 17.07. If, within ten (10) days of the delivery of the reply of the Director or designate under Step Two, the Bargaining Unit does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

17.05 **Grievance by Bargaining Unit**

The Bargaining Unit shall have the right to file a written grievance on behalf of an individual Occasional Teacher, a group of Occasional Teachers, a retired Occasional Teacher or a deceased Occasional Teacher commencing at Step One as described as in Article 17.04. A grievance shall contain those items listed in Article 17.04.

17.06 **Grievance by Board**

Step One

The Director of Education or designate shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The President of the Bargaining Unit shall respond within ten (10) days.

Step Two

Failing settlement at Step One, the Director of Education or designate may, within ten (10) days, refer the grievance to arbitration in the manner and sequence prescribed under Article 17.07. If, within ten (10) days of the delivery of the reply of the President of the Bargaining Unit under Step One, the Director or designate does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

17.07 **Arbitration of Grievance**

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established above, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board. Where two appointees are so selected they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Notwithstanding the above, the parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board. A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of the Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.

All costs of a single arbitrator or the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

Time restrictions may be extended if mutually agreed to in writing.

ARTICLE 18 - ORIENTATION PROCESS

- 18.01 The Board will provide an orientation procedure for Occasional Teachers newly added to the Occasional Teacher Roster prior to the start of the school year and once during the school year if there is sufficient interest. It is understood that participation by the Occasional Teacher in such orientation will be voluntary and unpaid.

ARTICLE 19 - CRIMINAL BACKGROUND CHECK

- 19.01 (a) The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- (b) Access to such records and information shall be strictly limited to the Superintendent of Human Resource Services and those persons named by the Director of Education. The Superintendent of Human Resource Services shall advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- (c) The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

[Back](#)
[To](#)
[Index](#)

**APPENDIX A
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: ADDITIONAL QUALIFICATIONS COURSES**

[Back](#)
[To](#)
[Index](#)

The Board agrees that when AQ courses are offered to Secondary School Teachers, a minimum of one seat, up to ten percent (10%) of the available seats will be allocated to members of OSSTF District 8, Occasional Teachers' Bargaining Unit to attend voluntarily, on an unpaid basis. Mileage and any other additional costs shall be borne by the member(s).

For clarification:

<20 seats = 1 seat for OT,

>=20 and <30 = 2 seats for OTs,

>=30 and <40 = 3 seats for OTs.

This letter expires on August 31, 2017.

The terms of this Letter of Understanding are grievable and arbitrable under Article 17 of the Collective Agreement.

Dated at Seaforth, Ontario, this _____ day of _____ 2016.

Signed and agreed on behalf of
the Board:

Signed and agreed on behalf of
the Bargaining Unit:

Chair of the Board

President

Director of Education

Federation Officer

APPENDIX B
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: REGULATION 274

[Back](#)
[To](#)
[Index](#)

Regulation 274 is being reviewed at the provincial level. Upon release of this review, the Board and the Bargaining Unit agree to review the procedures as they pertain to this Bargaining Unit and to this Collective Agreement.

The terms of this Letter of Understanding are grievable and arbitrable under Article 17 of the Collective Agreement.

Dated at Seaforth, Ontario, this day of 2016.

Signed and agreed on behalf of
the Board:

Signed and agreed on behalf of
the Bargaining Unit:

Chair of the Board

President

Director of Education

Federation Officer

APPENDIX C
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: OCCASIONAL TEACHERS' ROSTER

The Board and the Bargaining Unit agree to the following method for determining the size of the Occasional Teacher Roster in relation to Article 12.02 in the Occasional Teachers' Collective Agreement.

1. The number of "FTE Secondary School Teachers" shall be the same number as calculated annually by provincial OSSTF on the basis of levy amounts received from the TBU. Once calculated, the number shall remain in effect for the following school year.
2. At four count dates per year (September 30, November 30, February 28, and May 31), the Board and Bargaining Unit shall share pertinent information, and update and confirm the size of the most recently revised Roster according to the following:

On each count date:

- a) Each Occasional Teacher currently working a combined half-day or more in a permanent secondary position, permanent elementary position, secondary LTO position, or elementary LTO position shall count as zero (0) name on the Roster. Here, secondary positions include Adult and Continuing Education positions.
(Example: An Occasional Teacher whose timetable on the November 30 count date consists of one permanent secondary section plus one LTO secondary section shall count as zero (0) name on the Roster toward the November 30 count.)
 - b) Each Occasional Teacher currently on leave from secondary occasional teaching shall count as zero (0) name on the Roster.
 - c) Each Occasional Teacher currently not belonging to the groups described by paragraphs a) and b) above shall count as one (1) name on the Roster.
(Example: An Occasional Teacher whose timetable on the May 31 count date consists of only one permanent secondary section shall count as one (1) name on the Roster toward the May 31 count.)
3. Subject to Article 12.02, if on any count date, the size of the Roster exceeds forty (40) percent of FTE Secondary School Teachers, no Occasional Teachers shall be added to the Roster until a future count date indicates the size of the Roster no longer exceeds forty (40) percent of FTE Secondary School Teachers.

The terms of this Letter of Understanding are grievable and arbitrable under Article 17 of the Collective Agreement.

Dated at Seaforth, Ontario, this
Signed and agreed on behalf of
the Board:

day of 2016.

Signed and agreed on behalf of
the Bargaining Unit:

Chair of the Board

President

Director of Education

Federation Officer

Dated at Seaforth, Ontario this
Signed and agreed on behalf of the
Avon Maitland District School Board

day of 2016.

Signed and agreed on behalf of the
OSSTF – District 8

Chair of the Board

President

Director of Education

Federation Officer

