

SOURCE	Board		
EFF.	92	09	01
TERM.	94	08	31
No. OF EMPLOYEES	133		
NOMBRE D'EMPLOYÉS	SD		

COLLECTIVE AGREEMENT

between

THE HURON COUNTY BOARD OF EDUCATION

and

THE ONTARIO PUBLIC SCHOOL TEACHERS' FEDERATION

representing

All Occasional Teachers employed in the Elementary Panel

Effective From

September 1, 1992 to August 31, 1994

DEC - 7 1993

09810(01)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	RECOGNITION	1
II	DEFINITIONS	1
III	UNION MEMBERSHIP AND CHECK-OFF	2
IV	OCCASIONAL TEACHER LIST	3
V	RELEASE, DISCHARGE OR REMOVAL FROM OCCASIONAL TEACHER LIST	3
VI	MANAGEMENT RIGHTS	4
VII	GRIEVANCE PROCEDURE	5
VIII	ARBITRATION	7
IX	SALARY RATE	8
X	SALARY GRID PLACEMENT	8
XI	SICK LEAVE	9
XII	BEREAVEMENT LEAVE	9
XIII	STRIKE OR LOCKOUT	9
XIV	PROFESSIONAL, DEVELOPMENT DAYS	10
XV	LEAVE OF ABSENCE	10
XVI	EFFECTIVE PERIOD AND RENEWAL	10
	SALARY SCHEDULE	12

INTRODUCTION

This agreement is made and entered into this 19th day of April 1993, between the Huron County Board of Education hereinafter referred to as the "Board" and the Ontario Public School Teachers' Federation hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

- 1.01 The Board recognizes the Union as the exclusive bargaining agent of all "Occasional Teachers" and "Supply Instructors" employed in the elementary schools of the Board save and except **persons** who, when they **are** employed as substitutes for other teachers **are** teachers as defined in the School Boards and Teachers Collective Negotiations Act.
- 1.02 The Union shall have the right to name a representative to act on its behalf.

ARTICLE II - DEFINITIONS

- 2.01 "Occasional Teacher" means a teacher employed to **teach as** a substitute **for** a permanent, probationary or temporary teacher who has died during the school year or who is absent from **regular** duties for a **temporary period** that is less than a school year and that does not extend beyond the end of a school year.
- 2.02 "Supply Instructor" means a person who does not **possess** an **Ontario** Teachers Certificate and who **is** not qualified **as a** Teacher in Ontario in accordance with the Education Act and who **is** employed in accordance with section 22(1) of Regulation 262 as amended by O. Reg 233/88, section 18.
- 2.03 "Long-term Occasional Teacher" means an occasional teacher who is employed for a period of fifteen (15) or **more** consecutive teaching days for the same teacher employed under a permanent or probationary contract.
- 2.04 "Casual Occasional Teacher" means **an** occasional teacher who is employed on any basis other than as set out in Article 2.03.
- 2.05 "Probationary Occasional Teacher" means a teacher covered by **this** Collective Agreement who has not completed **sixty (60)** working days of employment **as an** occasional teacher with the **Board** following **ratification** of **this** Collective Agreement.

ARTICLE III - UNION MEMBERSHIP AND CHECK-OFF

- 3.01 All employees whose names are added to the active "Occasional Teacher List" on or after the date of ratification of this Collective Agreement shall, as a condition of employment, either maintain their union membership or join the union within 30 days after the signing of this agreement and remain union members in good standing.
- Or
- All** occasional teachers in the bargaining unit whose names were on the active "Occasional Teacher List" before the date of ratification of this Collective Agreement will be required to pay the check-off fees whether or not the occasional teacher wishes to seek union membership. However, such occasional teachers shall not **be** required, **as** a condition of employment, to become a member or continue to remain a member of the Union and no statements to the contrary shall **be** made.
- 3.02 Subject to provisions of the Labour Relations Act and the regulations thereunder on each pay date on which **an** occasional teacher receives a pay cheque the Board shall deduct **from** each occasional teacher the union dues and other **amounts** chargeable by the union or an equivalent amount, **The** amount shall be determined by the Union in accordance with its constitution and specified in writing to the Board no later than November 30 for the following January and no later than June 30 for the following September.
- 3.03 The amount deducted in 3.02 shall be remitted to the Secretary of the Union no later than thirty (30) days following the day on which the deductions were made. Such remittance shall be accompanied with a list identifying the Occasional Teachers, their Social Insurance **Numbers**, the **amounts** deducted and the number of days worked.
- 3.04 The Union shall indemnify and save the Board **harmless from** any claims, suits, attachments and any form of liability **as** a result of such deductions authorized by the Union.
- 3.05 The employer agrees to provide each occasional teacher with a copy of the Collective Agreement, the costs of which **shall** be shared by **the** Board and the Union.
- 3.06 The Union shall notify the employer in writing of **the** names of its **elected** and appointed representatives.
- 3.07 The Board shall provide the authorized representative of **the** Union with **a** copy of each list of eligible elementary school occasional teachers on a regular basis as these lists are provided **to** the schools.

ARTICLE III (CONT'D)

- 3.08 The Union shall be allowed to carry out union business on the employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conferences between stewards and members only with the permission of the **Board**.
- 3.09 No occasional teacher shall leave his/her assigned duty to attend to union business without the consent of the Director or designate.

ARTICLE IV - OCCASIONAL TEACHER LISTS

- 4.01 The Board will maintain the list of eligible occasional teachers for its elementary schools and will have the sole discretion to add names to the list as it sees fit.
- 4.02 Eligible occasional teachers who refuse six (6) 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 list.
- 4.03 Occasional teachers whose names may ~~be~~ removed ~~from~~ the ~~list~~ subject to ~~this~~ Article will ~~be~~ notified by the Board of the expected date of the removal of their name ~~from~~ the list. The individual so notified may appeal the removal under the steps of the grievance procedure outlined in ~~this~~ collective agreement but such removal will not ~~be~~ subject to the arbitration provisions of ~~this~~ agreement. If the Board ~~is~~ not notified of an appeal prior to the removal date ~~an~~ appeal will no longer be valid or subject to any part ~~of~~ the grievance process.

ARTICLE V - RELEASE, DISCHARGE OR REMOVAL FROM OCCASIONAL TEACHER LIST

- 5.01 During the probationary period ~~as~~ stated in clause 2.05 the occasional teacher shall ~~be~~ entitled to ~~all~~ rights and privileges of this Agreement, except ~~with~~ respect to discipline, release, discharge or removal from the occasional teacher list in which case the following will apply.

ARTICLE V (CONT'D)

- 5.01.1 The discipline release, discharge or removal ~~from~~ the occasional teacher list of any occasional teacher who has not completed the probationary period shall be at the sole discretion of the Board or its administration. The Union shall not process any grievance of ~~an~~ occasional teacher who has not completed the probationary period. Should a grievance of an occasional teacher who has not completed the probationary period proceed to arbitration, without the assistance of the union, the arbitrator ~~as~~ the case may be is specifically bound by this clause that discipline, release, discharge or removal from the occasional teacher list is at the sole discretion of the ~~Board~~ or its administration.
- 5.02 No occasional teacher who ~~has~~ successfully completed the probationary period shall ~~be~~ disciplined or discharged without just ~~cause~~.
- 5.03 Employees in the bargaining unit shall have access to their personnel records at reasonable times and shall upon request, be provided with copies of material contained in such records provided that the employee pays for the costs of such copies.

ARTICLE VI - MANAGEMENT RIGHTS

- 6.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- 6.01.1 Without limiting the generality of the foregoing, ~~the~~ Board's rights shall include:
- (a) the right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
 - (b) the right to determine, ~~alter~~ and eliminate services, programmes and courses offered;
 - (c) the right to discipline, suspend and discharge employees;
 - (d) the right to determine ~~the~~ number of teachers ~~to be~~ employed, the ~~number~~ of students ~~to be~~ allocated ~~to~~ a programme, class size and subjects ~~to be taught~~;
 - (e) the right to determine ~~all~~ working conditions for its occasional teachers;

ARTICLE VI (CONT'D)

- (f) the right to select **persons** for employment and the right to select individuals to positions of responsibility, and to determine job functions;
- (g) the right to make, change and enforce rules, regulations and **all** other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario;
- (h) the right to make and alter from time to time, rules, regulations and policies to **be** observed by occasional teachers.

ARTICLE VII - GRIEVANCE PROCEDURE

- 7.01 A grievance is defined **as** a dispute concerning the interpretation, application, administration or alleged violation of the provisions of this agreement.
- 7.02 It is the mutual desire of the Board and the **Union** to settle **any** dispute **as** quickly **as** possible. Every effort shall be made to amicably resolve a disagreement or misunderstanding between the **Occasional** Teacher and the appropriate Principal before the matter becomes a grievance.
- 7.03 A complaint that a probationary occasional teacher **has** been disciplined and/or discharge shall not be a grievance or a difference under **this** Collective Agreement.
- 7.04 When a grievance is **filed**, it must **be** in writing, must set out the nature and circumstances of the complaint, the article of the agreement violated, and the remedy sought.
 - 7.04.1 Time spent by an occasional teacher handling a **grievance** shall not **be** considered time worked.
- 7.05 STEP 1

The occasional teacher **must** file the grievance in writing **with the** Superintendent of Personnel or designate **within 10** school days **from** the day the cause for grievance became known to **the** occasional teacher, or reasonably ought to have become known. The Superintendent of Personnel or designate shall meet within 10 school days with **the** grievor, who may be accompanied by a union representative, and shall have 10 school days for reply.

ARTICLE VII (CONT'D)

7.06 STEP 2

Failing satisfactory settlement at Step 1, the occasional teacher may, within 10 school days of receiving the Step 1 reply, refer the grievance to the Director of Education. Within 10 school days, the Director or designate shall convene a meeting with the occasional teacher, who may be accompanied by a union representative, and shall have 10 school days for reply.

7.07 STEP 3

Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration within 10 school days of the Step 2 reply.

7.08 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this agreement.

7.09 Where a grievance involves a question of general application or interpretation, the grievor, being the **Union** or the Board, may initiate the grievance at Step 2 of the procedure, provided such action is initiated within 10 school days after the grievor became aware of the facts and circumstances giving rise to the grievance.

7.10 If there are several grievances covering similar matters, they may be heard or considered together as one grievance.

7.11 **Any** grievance not initiated or processed by the grievor within the time limits specified above shall be considered to be abandoned.

7.12 If a party fails to reply to a grievance ~~within~~ the time provided, the grievance ~~may~~ be referred to the next higher step in the grievance procedure.

7.13 If the Board **has** a complaint with respect to the conduct **of the** Union, **it shall** submit its grievance in accordance with the provisions **of** Step 2, except that the notice **shall be** to the President or other executive officer or the official representative **of the** Union. Such a **grievance** must **be** **Ned** **within** 10 school days from the day the cause of the grievance became **known** to the **Board** or within reasonable time when **it** ought to have become **known**. The President, other executive officer or the official representative **of the** Union **shall** provide the answer **to** the Board within 10 school days of receipt **of** the complaint.

ARTICLE VIII - ARBITRATION

- 8.01 Where a grievance is to **be** referred to arbitration, the following procedure shall apply.
- 8.01.1 The party referring the grievance shall give notice, by registered mail, to the other party, indicating that it intends to refer the matter to arbitration, giving the name and address of its appointee to the arbitration board.
- 8.01.2 Within 10 school days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration **board**.
- 8.01.3 The two appointees so selected shall, within 10 school days after receipt of notice of the appointment of the second of them, appoint a third person who shall **be** the chairperson of the arbitration board.
- 8.01.4 If either party fails to name **an** appointee, or if the two appointees fail to agree upon a chairperson within the time limits, the appointment may be made **by** the Minister of Labour (or other appropriate body) upon request of either party.
- 8.02 The arbitration board is to **be** governed by the following provisions:
- 8.02.1 The arbitration board shall hear **and** determine the subject of the grievance and shall issue a decision which is **final** and binding upon the parties **and** upon any employee affected by it.
- 8.02.2 The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson **governs**.
- 8.02.3 The board shall not have the power to alter or amend **any** of the provisions of this agreement.
- 8.02.4 The arbitration **board** shall have jurisdiction to **determine** whether a grievance is arbitrable.
- 8.03 Each of the parties shall bear the expense of its appointee **and** the parties **shall** jointly share expenses of the chairperson. The parties **may, by** mutual consent, agree on the appointment of a single arbitrator who **shall** have the same powers and **be** subject to the same limitations **as an** arbitration board.

ARTICLE IX - SALARY RATE

- 9.01 All salary rates set out in the article include vacation pay **and** statutory holiday pay to which occasional teachers are entitled under applicable legislation.
- 9.02 Occasional teachers who possess a valid Ontario Teachers Certificate or equivalent and **are** employed **as** defined in Article 2.01 shall **be** paid a rate specified in Appendix "A" for each **full** day of occasional teaching.
- 9.03 Supply Instructors who do not possess a valid Ontario Teachers Certificate or equivalent and **are** employed **as** defined in Article 2.02 shall **be** paid a rate specified in Appendix "B" for each **full** day of occasional teaching.
- 9.04 Long term occasional teachers shall be paid in accordance with the grid in Appendix "C" for each **full** day of occasional teaching from the sixteenth (16) day of the assignment to the end of the assignment defined in 2.03.
- 9.05 **An** employee who arrives for work without having received notice of cancellation at least one and one-half (1 1/2) hours prior to the scheduled start of the school day shall be paid one-half (1/2) a day's pay and shall **be** assigned to other teaching duties. This clause does not apply to situations where classes may have been cancelled due to inclement weather.
- 9.06 All Occasional Teachers shall **be** paid by direct deposit unless **an** Occasional Teacher specifically communicates in writing his or her wish not to receive pay by direct deposit.

ARTICLE X - SALARY GRID PLACEMENT

- 10.01 Category placement on the salary grid for long term occasional teachers shall be in accordance with Qualifications Evaluation Council of Ontario Programme 3.
- 10.02 Experience credit for placement on the salary grid shall **be** granted only for the following.
- 10.02.1 The number of **full** years or major portions thereof of **full time** equivalent teaching experience **as** a permanent or probationary contract teacher in a school approved by the Director or designate.
- 10.02.2 Teaching experience for work done while employed **as an** occasional teacher shall **be** credited **as** teaching experience for salary purposes provided that such occasional teaching experience **was** done on a **long term** basis in one (1) school year **and** such long term experience totals **more** than ninety-seven (97) days. In no case shall experience **granted** under **this clause total more than two (2) years.**

ARTICLE X (CONT'D)

- 10.03 It shall be the responsibility of the occasional teachers to provide to the Director or designate valid copies of documents initialled by ~~an~~ appropriate Board official to support claims made under 10.01 and 10.02.
- 10.04 ~~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.
- 10.05 No retroactive pay adjustment will be made beyond five **(5)** months.

ARTICLE XI - SICK LEAVE

- 11.01 **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.
- 11.02 Sick leave days will be granted ~~at~~ the ~~rate~~ of 2 days credit for each 20 days of ~~long term~~ assignment completed. Accumulated sick days cannot ~~be~~ carried forward to subsequent long term assignments. In matters of dispute, the onus of proof relative to absence due to illness rests with the occasional teacher.

ARTICLE XII - BEREAVEMENT LEAVE

- 12.01 Bereavement Leave shall be granted by the Director of Education without salary for up to three (3) school days to an occasional teacher on assignment with the Board at the time of the death and funeral of a member of the occasional teacher's immediate family in order for the occasional teacher to make arrangements for and attend the funeral of such family members. Immediate family member shall mean: parents, parents-in-law, guardians, spouse, spousal equivalent, children, brothers, sisters and grandparents. Leave granted under this clause shall not be considered an ~~interruption~~ in service for the purpose of calculation of ~~the~~ length of the long ~~term~~ assignment. The days of leave will not ~~be~~ included in the count of days specified in clause 2.03.

ARTICLE XIII - STRIKE OR LOCKOUT

- 13.01 There shall ~~be~~ no strike or lockout during the term of ~~this~~ agreement.



ARTICLE XIV • PROFESSIONAL DEVELOPMENT DAYS

- 14.0 Participation at Professional Development days for long term occasional teachers shall **be** at the discretion of the Director or designate. If the long ~~term~~ occasional teacher is not required to attend Professional Development day activities he/she will not be paid for the day but non-participation **as** requested by the Director or designate shall not **be** considered **an** interruption in service for the purpose of calculation of the length of the long term assignment. The day will not be included in the count of days specified in clause 2.03.

ARTICLE XV • LEAVE OF ABSENCE

- 15.01 **An** Occasional Teacher may request , in writing to the Director or designate, a leave of absence from the Occasional Teacher List for a specific period of time up to one (1) school **year**.
- 15.02 Approval for such leave of absence will be at the discretion of the Director or designate.
- 15.03 Following **an** approved leave of absence, the name of the Occasional Teacher shall **be** returned to the Occasional Teacher List.

ARTICLE XVI • EFFECTIVE PERIOD AND RENEWAL

- 16.01 This Collective Agreement shall be effective September 1, 1992 and shall continue to **be** in effect ~~until August 31, 1994~~. **This agreement shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, within-ninety (90) days prior to the expiration date, that it desires to negotiate with a view to the renewal, with or without modification, of **this** Agreement. If written notice is given, the parties shall meet within fifteen (15) days from giving notice.**

This document constitutes the entire agreement between the Union and the Board and each of the parties intends to rely on their strict legal rights as set out herein. No representations, verbal or otherwise, are intended to be relied on other than those set out in this written agreement.

DATED AT CLINTON this 19 day of April, 1993

IN WITNESS WHEREOF, the Ontario Public School Teachers' Federation, have executed this Collective Agreement attested by authorized representatives of the Ontario Public School Teachers' Federation representing Elementary Occasional Teachers employed by the **Huron** County Board of Education.

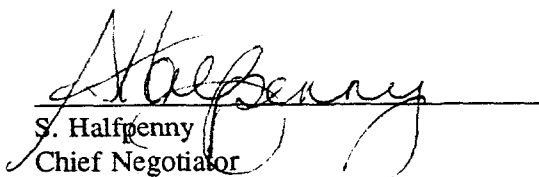
IN WITNESS WHEREOF the Huron County Board of Education has hereunto affixed its corporation seal, attested by its proper officers in that behalf.



J. Creeden
President



B. Dawson
Chair of the Board



S. Halfpenny
Chief Negotiator



R. Brown
Chair of *the* Personnel Committee



R.B. Allan
Director of Education

All rates listed below include vacation pay and statutory holiday pay as outlined in Article IX.

APPENDIX "A"

Daily rates of pay for "**Casual Occasional Teachers**"

- Effective September 1, 1992 - \$131.00
- Effective February 1, 1993 - \$132.30

APPENDIX "B"

Daily rates of pay for "**Supply Instructors**"

- Effective September 1, 1992 - \$98.25
- Effective February 1, 1993 - \$99.20

APPENDIX "C"

EFFECTIVE SEPTEMBER 1, 1992

<u>YEAR</u>	<u>CAT C</u>	<u>CAT B</u>	<u>CAT AI</u>	<u>CAT A2</u>	<u>CAT A3</u>	<u>CAT A4</u>
0	108	114	123	130	134	148
1	114	121	132	140	145	159
2	120	129	140	149	156	171
3	125	137	149	159	167	183
4	131	144	158	168	177	195
5	137	152	167	178	188	207
6	142	160	176	187	199	219
7	148	167	184	197	209	231
8	154	175	193	206	220	243
9	160	183	202	216	231	255
10		190	211	225	241	267

EFFECTIVE FEBRUARY 1, 1993

<u>YEAR</u>	<u>CAT C</u>	<u>CAT B</u>	<u>CAT AI</u>	<u>CAT A2</u>	<u>CAT A3</u>	<u>CAT A4</u>
0	109	115	124	131	135	149
1	115	122	133	141	146	161
2	121	130	141	150	158	173
3	126	138	150	161	169	185
4	132	145	160	170	179	197
5	138	154	169	180	190	209
6	143	162	178	189	201	221
7	149	169	186	199	211	233
8	156	177	195	208	222	245
9	162	185	204	218	233	258
10		192	213	227	243	270

EFFECTIVE SEPTEMBER 1, 1993

Increase all appendices by the percent change in the Ontario CPI (all items) - June 92 to June 93. The minimum increase will be 0% and the maximum increase will be 2.0%.