

SOURCE	Board		
EFF.	94	09	01
TERM.	97	08	31
No. OF EMPLOYEES	44		
NOMBRE D'EMPLOYÉS	EA		

COLLECTIVE AGREEMENT

BETWEEN:

THE MUSKOKA BOARD OF EDUCATION

Hereinafter called the "Board"

PARTY OF THE FIRST PART

-and-

ONTARIO SECONDARY SCHOOLS TEACHERS FEDERATION

MUSKOKA DIVISION, REPRESENTING

**TEACHERS' ASSISTANTS, COMMUNICATION
DEVELOPMENT ASSISTANTS AND BEHAVIOUR**

SUPPORT WORKERS

Hereinafter called the "Union"

PARTY OF THE SECOND PART

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ARTICLE 1 - PURPOSE

- 1.01 It is the desire of both the **Ontario** Secondary School Teachers' Federation and The **Muskoka** Board of Education **to specify** within this Agreement the entitlement of **those** persons covered by this Agreement **to all matters** mutually agreed **to, all** of which constitute **the entire** negotiated Agreement between the **Ontario** Secondary School Teachers' Federation and The **Muskoka** Board of Education.

ARTICLE 2 - RECOGNITION

- 2.01 The **Muskoka** Board of Education **recognizes the Ontario** Secondary School Teachers' Federation **as** the exclusive bargaining agent for **all teachers** assistants, communications development assistants and **behaviour** support **workers** regularly employed by The **Muskoka** Board of Education in the District of **Muskoka** **save and except** supervisors **and** persons above the rank of **supervisor** regularly employed by The **Muskoka** Board of Education in accordance with the June 26, 1991 decision of the Ontario Labour Relations **Board**. For purposes **of** clarity, The **Muskoka** Board of Education **and the Ontario** Secondary School Teachers' Federation **agree** that **Casual** and Temporary employees in the above positions **are** not included in the above bargaining unit.
- 2.02 The **Muskoka** Board of Education recognizes the right of the Teacher's **Assistants**, Communication Development **Assistants** and Behaviour **Support** Workers **to** have **Muskoka** Division, **Ontario** Secondary Schools Teachers Federation **officers** and/or legal counsel present at the request of the member, **during** any formal meeting with **Muskoka** Board of Education representatives where discipline or discharge is being investigated or confirmed.
- 2.03 **Ontario** Secondary Schools Teachers Federation **recognizes** the right of **The Muskoka Board of Education** **to** have **any** advisory agent, counsel, solicitor or duly authorized representative assist, **advise** or represent The **Muskoka** Board of Education in all matters pertaining **to** the negotiation **and** administration of this Collective Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 **Federation** means the Ontario Secondary School Teachers' Federation as established by the decision of the Ontario Labour Relations Board. **Union** shall have an identical meaning.
- 3.02 **Board** means The Muskoka Board of Education established in accordance with the Education Act.
- 3.03 **Parties** means the Ontario Secondary School Teachers' Federation and The Muskoka Board of Education.
- 3.04 **Lockout and Strike** means lockout and strike as defined by the Labour Relations Act, as amended from time to time.
- 3.05 **Labour Relations Act** means the Ontario Labour Relations Act.
- 3.06 **Regularly employed** means regularly employed by The Muskoka Board of Education in teachers' assistant, communication development assistant or behaviour support ~~worker~~ positions under the terms of this collective agreement. It is agreed by the Parties that this agreement does not apply to government employment programs, field or co-operative student placements or to casual, temporary employees or persons employed by any agency.
- 3.07 **A Casual or temporary employee is:**
- a) hired to directly replace a bargaining unit member who is absent on an approved leave, vacation or is absent due to illness;
 - b) hired for a period not to exceed three (3) months on a special project, to handle overload situations or cover emergency situations
 - c) It is understood that the three (3) months can be extended if mutually agreed by the parties.

ARTICLE 4 - NO STRIKES AND NO LOCKOUTS

- 4.01 The ~~Parties~~ agree that there will be no strikes and no lockouts by the Parties to this Agreement for as long as this Agreement continues to operate.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration except as specifically modified by a provision of this Agreement.
- 5.02 Without limiting the generality of the foregoing, the Board's rights shall include:
- (a) the right to hire, assign, evaluate, promote, demote, transfer, classify, layoff, recall, suspend, terminate employees and to determine personnel requirements;
 - (b) the right to determine, alter and eliminate services, programmes offered;
 - (c) the right to discipline, including disciplinary demotion, provided that no employee who has successfully completed his or her probationary period shall be dismissed, disciplined or demoted without just cause;
 - (d) the right to determine the number of employees to be employed, including the qualifications, duties and responsibilities of the employees, the hours of work, the work year and work location;
 - (e) the right to designate or establish departments, or organizational units;

- (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 reasonable policies, regulations, procedures and all other aspects of the Board's jurisdiction as outlined in the legislation and regulations in the Province of Ontario.

5.03 The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 6 - UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

6.01 (a) Subject to the provisions of the Labour Relations Act and the regulations thereunder, which shall prevail where any provision of this Article conflicts with them, the Board shall deduct from every member of the bargaining unit, for every pay period for which an employee is covered by this Agreement receives a pay, an amount equal to the regular dues levied by the Union in accordance with its constitution. The present rate of deduction is 1.18%.

Should the Federation change the amount of required regular dues during the term of this Agreement, it shall notify the Board in writing by registered mail, a minimum of one month in advance of any duly authorized changes.

(b) The amount deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the fifteenth day of the month following the month in which the deductions were made.

6.02 All employees in the bargaining unit will be required to pay the check-off fees whether or not the employee wishes to seek union membership. However, no employee shall 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.

- 6.03 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Union.
- 6.04 T4 Income Tax slips issued by the Board shall state the amount of OSSTF fees deducted from each employee.

ARTICLE 7 - GENERAL

- 7.01 The Board will provide the Union President with the names of newly hired employees on a current basis.
- 7.02 The Union shall have access to the existing bulletin boards for items which it believes to be of interest to persons covered by this Agreement.
- 7.03 The union shall notify the Board in writing of the names of its representatives -- officers, bargaining committee members, and grievance committee members.
- 7.04 The Parties agree to share equally in the cost of printing the Collective Agreement.
- 7.05 Ten (10) working days in each calendar year shall be granted without pay, collectively to members who serve as Union Executives for the purpose of union business which takes place during their normal working hours.
- 7.06 The request for leave shall be made in writing to the Superintendent of Education - Human Resources or designee at least two (2) weeks in advance.

- 7.07** No more than two (2) employees from any one job site (from the same bargaining unit) may be absent at any one time.
- 7.08** The Union shall reimburse the Board at the full daily rate of the salary and benefits of the person on leave for each day of leave in Article 7.05.

ARTICLE 8 - HOURS OF WORK

- 8.01** Except as otherwise scheduled by the Board, the parties agree to the principal of a five day, thirty-five hour standard work week for Communication Development Assistants and the Behaviour Support Worker.
- 8.02** Teacher's Assistants will be assigned on an hour-per-week basis.
- 8.03** Normal working hours for the Education Centre are to be established by the Administrative Council.
- 8.04** Normal working hours for each school are to be established by the Principal and approved by the Superintendent of Education.

ARTICLE 9 - RATES OF PAY

- 9.01** The following hourly rates of pay are effective on ratification.

Pay Grade	Minimum	Step1	Step2	Step3	Step4
C	12.72	13.29	13.87	14.45	
D	13.29	14.02	14.74	15.46	16.18
F	17.34	18.06	18.79	19.51	20.23

9.02 Classifications within these pay grades are as follows:

- C Teacher's **Assistant**
- D Teacher's **Assistant - Victoria Street**
- F Communications Development **Assistant**
Behaviour Support **Worker**

9.03 Pay dates shall **be** every **second** Friday. Where **a** payday falls on **a paid** holiday, **the last regular banking** day prior **to** the holiday will become payday.

9.04 Initial placement **on** the wage **scale** for new employees shall generally **be** at the minimum **step** of the pay grade. However, if the employee **has** significant prior experience in **a** similar position or **special skills** that would **be** of immediate benefit **to the Board**, **a** higher placement **may** be made. It is **understood that** prior experience is **recognized at the** exclusive **discretion of** The Board **at the** time of hire, **and can** not be claimed thereafter.

9.05 Employees who are promoted **to a** position in a **higher** pay grade shall **be placed** at the lowest **step** in the new pay **grade which has** **a rate** of pay higher than the employee's **rate of pay** prior **to** the promotion.

9.06 Employees **who are** temporarily assigned **to perform** all the duties of **a position in another pay grade**, for **a period greater than** five consecutive **working** days, shall **be paid 5%** above their current wage or the minimum of **that new pay grade**, whichever is greater, **effective** the first day of the assignment. Such temporary transfers shall **not exceed** one **year** in length.

9.07 For **the period** covered by **this** Agreement, **the** Board will deposit each employees net pay **into an** account in **a financial institution** with capabilities for **electronic funds transfer**. It is **understood that** the direct **deposit system** **applies to all** members of the Union.

ARTICLE 10 - EMPLOYEE BENEFITS

- 10.01 Ten (10) ~~or~~ twelve (12) month employees working twenty four (24) hours ~~per week or more~~ are eligible for benefits as outlined in this article. Benefits participation is compulsory for all ~~new~~ eligible employees. Benefit coverage for ten (10) ~~month~~ employees may be continued during the summer break at the request and expense of ~~the~~ employee.
- 10.02 pension
- All eligible employees must contribute to the Ontario Municipal Employees' Retirement System according to the rules established by OMERS. The Board agrees to continue a pension plan under the OMERS Plan for the duration of this Agreement for those who are eligible. The Board shall contribute according to the rules established by OMERS.
- 10.03 Long Term Disability
- The Board shall contribute 100% of the premium for a long term disability plan selected by the Board for eligible employees.
- 10.04 Group Life
- The Board agrees to pay 100% of the premium for \$25,000 of group life insurance for eligible employees with a carrier selected by the Board.
- Subject to the terms of the carrier(s) optional group life insurance shall be available to eligible employees, at the employees' expense, in units of \$25,000 to a maximum of 5 units.
- 10.05 Extended Health
- The Board agrees to pay one hundred per cent (100%) of the premium cost for an Extended Health Care Plan selected by the Board.

10.06 Dental

The Board agrees to pay ninety (90%) of the premium costs for the duration of this Agreement for a basic dental plan selected by the Board.

10.07 Sick Leave

10.07.1 Each employee working twenty-four (24) hours per week or more shall be eligible for sick leave credit to a maximum of twenty (20) days per year for ten (10) month employees and twenty-four (24) days per year for twelve (12) month employees. It is understood that these days are credited at the rate of two (2) days per month at the first of the month following each month of work.

10.07.2 Employees working less than twenty four (24) hours per week shall be entitled to pro-rated sick leave based on hours of employment compared to a thirty-five (35) hour work week.

10.07.3 Unused portions of sick leave credit shall accumulate to a maximum of two hundred (200) days for staff employed on a ten (10) month basis and two hundred and forty (240) days for staff employed on a twelve (12) month basis. No days shall be credited to an employee on leave of absence or suspension.

10.07.4 Sick leave credit accumulated prior to certification to a maximum of two hundred (200) days for staff employed for ten (10) months and two hundred and forty (240) days for staff employed for twelve (12) months shall be carried forward.

10.08 Employee Assistance Plan Benefit

All eligible employees must contribute to the Employee's Assistance Plan according to the rate determined by the Board. The Board agrees to pay 50% of the annual cost of the plan.

ARTICLE 11 - PAID HOLIDAYS

11.01 The following paid holidays will be **granted** to an employee who,

- (a) **has been** employed for more than three (3) months;
- (b) has **earned wages on** at least twelve (12) days during the four work weeks immediately preceding **a** public holiday;
- (c) has worked **their** regularly scheduled day of **work preceding** or the **regularly** scheduled day of **work following the** paid holiday;

	12 month employee	10 month employee
New Year's Day	X	X
Good Friday	X	X
Easter Monday	X	X
Victoria Day	X	X
Canada Day	X	
Civic Holiday	X (when declared)	
Labour Day	X	X*
Thanksgiving Day	X	X
Christmas Day	X	X
Boxing Day	X	X
Eleventh Day	X	X

* **for those** returning to work prior to this day

11.02 **The Parties** agree to **substitute** another holiday in the event a paid holiday is **moved** for school year calendar purposes.

11.03 In the first year of the contract eligible employees will be entitled to a paid holiday on the following **dates**.

Labour Day	Monday, September 7, 1992
Thanksgiving Day	Monday, October 12, 1992
Christmas Day	Friday, December 25, 1992
Boxing Day	Monday, December 28, 1992
New Year's Day	Friday, January 1, 1993
Eleventh Day	Mutually agreed date in the current calendar year

Good Friday	Friday, April 9, 1993
Easter Monday	Monday, April 12, 1993
Victoria Day	Monday, May 24, 1993
Canada Day	Thursday, July 1, 1993
Civic Holiday	Monday, August 2, 1993

11.04 In the second year of **the** contract eligible employees will be entitled **to a** paid holiday on **the** following dates.

Labour Day	Monday September 6, 1993
Thanksgiving Day	Monday, October 11, 1993
Christmas Day	Friday, December 24, 1993
Boxing Day	Monday, December 27, 1993
New Year's Day	Friday, December 31, 1993
Eleventh Day	Mutually agreed date in the current calendar year
Good Friday	Friday, April 1, 1994
Easter Monday	Monday, April 4, 1994
Victoria Day	Monday May 23, 1994
Canada Day	Friday, July 1, 1994
Civic Holiday	Monday, August 1, 1994

11.06 When a paid holiday **falls** during an employee's scheduled vacation period or scheduled day **off**, the employee shall be **granted** an extra day's **vacation to be** taken either **at the** beginning or the end of the vacation **period**, or at **the** Boards discretion.

11.07 **Compensation** for paid holidays is pro-rated, according to **the** regular normal hours **worked**.

ARTICLE 12 - VACATION

12.01 The vacation year shall be deemed to run from January 1st, in any year to December 31st, **of the same year**.

12.02 For the purpose of determining vacation entitlement, an individual's continuous ~~service shall be based~~ upon the individual's assignment, compared to ~~the standard hours of work as~~ defined in Article 8.01 of this agreement, ~~for a fifty-two (52) week year.~~

12.03 **Standard** vacation entitlement:

- (a) an employee who has less than one (1) year of continuous ~~service as of December 31st in any year,~~ shall be entitled to pro ~~rata share of two (2) weeks~~ of vacation with pay, based on ~~the~~ number of months of continuous service.
- (b) an employee who has one (1) year of continuous ~~service~~ but less than four, ~~(4) years~~ of continuous ~~service as of December 31st in any year,~~ shall be entitled to two (2) ~~weeks~~ of vacation with pay.
- (c) an employee who has four (4) years of continuous ~~service~~ but less than nine (9) years of continuous ~~service as of December 31st in any year,~~ shall be entitled three (3) ~~weeks~~ of vacation with pay.
- (d) an employee who has nine (9) years of continuous service but less than eighteen (18) years of continuous ~~service as of December 31st in any year,~~ shall be entitled to four (4) ~~weeks~~ of vacation with pay.
- (e) an employee who has eighteen (18) years of continuous but less than twenty (20) years of continuous ~~service as of December 31st in any year~~ shall be entitled to four (4) ~~weeks~~ and one (1) day of paid vacation;
- (f) an employee who has twenty (20) years of continuous but less than twenty-two (22) years of continuous ~~service as of December 31st in any year~~ shall be entitled to four (4) ~~weeks~~ and two (2) day of paid vacation;
- (g) an employee who has twenty-two (22) years of continuous but less than twenty-four (24) years of continuous ~~service as of December 31st in any year~~ shall be entitled to four (4) ~~weeks~~ and three (3) day of paid vacation;

- (h) an employee who has twenty-four (24) years of continuous but less than twenty-five (25) years of continuous service as of December 31st in any year shall be entitled to four (4) weeks and four (4) day of paid vacation;
- (i) an employee who has twenty-five (25) years of continuous service as of December 31st in any year, shall be entitled to five (5) weeks of vacation with pay.

- 12.05 Vacation entitlement shall be pro-rated for any interruption of service greater than three (3) months.
- 12.06 Vacation schedules shall be mutually agreed between the employees concerned and the Employer considering the continuous service of the employees affected, the wishes of the employees and the efficient operation of the schools. Request for vacation projected to begin and/or end during the summer break should be submitted in writing to the employer prior to May 1st.
- 12.07 It is understood that annual vacations are normally granted during the times when school is not in session.
- 12.08 Vacation for ten (10) month employees shall be taken in so far as possible during the Christmas and Winter Break.
- 12.09 Vacation entitlement not used by ten (10) month employees by the end of each school year shall be paid out with the last pay of that school year.
- 12.10 The maximum accumulation of vacation for twelve (12) month employees, from one year to the next will not exceed two weeks. Any vacation entitlement in excess of this amount will be forfeited.

ARTICLE 13 - LEAVES13.01 Bereavement Leave

When a death **occurs** in the immediate family of **an** employee, the employee shall **be granted** not **more** than four **(4)** days leave of absence from employment without loss of pay. Said leave of absence shall commence **with** the day of the death and end with the **date** of **burial**, providing said employee **uses** said **time** for the purpose of **arranging** for **and** attending the funeral of the deceased relative. **Immediate family** is defined **as**: **spouse**, mother, father, mother-in-law, father-in-law, son, daughter, brother, **sister**, son-in-law, brother-in-law, daughter-in-law, sister-in-law, grandparent, or grandchild of the employee.

13.02 Personal Leave

Employees **may**, at the exclusive discretion of **the** Director of Education or **designee**, **be granted** personal leave, with or **without** **loss** of pay, for family **emergencies** and in **other special situations**. Applications for such leave shall be made in writing **to** the Superintendent of **Education - Human Resources**.

13.03 Maternity/Adoption/Parental Leave

Employees **covered** by **this Agreement** shall be entitled to **the** provisions of **the** Employment Standards Act of Ontario.

13.04 Paternity Leave

A leave of absence of up to one (1) day with pay will be **granted** to a male employee to **accompany** his wife at the time of the **birth** or **adoption** of a child. It is understood **that** such entitlement occurs **when the birth occurs** during regularly scheduled work periods.

13.05 **Leave of Absence**

At the exclusive discretion of the Director of Education, when a suitable replacement *can be* found, an employee covered by this Agreement may apply for an **unpaid** leave of absence for a **period** of not more **than one (1)** year. **Application** for such leave shall be made in writing **to the** Superintendent of Education - Human Resources. It is understood that the **granting** of such a leave is at the exclusive discretion of **the** Director of Education **or** designee.

13.06 **Jury Duty**

An employee **shall** be entitled to their **rate** of pay notwithstanding their **absence** from duty **as a** juror or **as a** witness in any **court to which** the employee **has** been summoned in **any** proceeding to which **the** employee is not **a party** or one of the persons charged. Any **fee** received as a witness or **for** jury duty is to **be remitted** to the Board, **less any expenses incurred**.

13.07 **Credited Service**

It is understood that **credited service** **shall** not **accumulate** for any personal leave or leave of absence **granted by** the Board.

13.08 **Pregnancy Sub**

The Board **shall** provide a benefit of 60% of weekly salary up to a maximum of \$ 365 per **week** during the **two week** unemployment insurance waiting **period** for a person **on** pregnancy leave. It is understood that **this Plan** must be approved by **the** Canada Employment and Immigration Commission.

ARTICLE 14 JOB POSTING

- 14.01** Newly created **jobs** and **vacancies** for regularly employed positions within classifications C, D, **E**, and F, shall be **posted**.
- 14.02** **Postings** shall indicate the **job** classification, location, hours of work, the **minimum step wage rate**, qualifications in **accordance** with the **hiring** criteria, closing **date** and the name of the individual to whom the application is to be directed.
- 14.03** The **job** will be **posted** for a total of five **(5)** working days.
- 14.04** Applications to **postings**, received after five **(5)** P.M. on the closing **date indicated** on the **posting will** be deemed late and therefore not **considered** eligible.
- 14.05** When more than **four (4)** **internal** candidates apply for a **posting** the Board shall interview a minimum of four **internal candidates**.
- 14.06** Successful **internal applicants will** serve a **trial period** of **six (6)** months in the new **position**. The **trial period will** be automatically extended for **any periods** of absence. It is understood that the Board **may return the** employee to a **position** within the **same pay grade** as the employee **previously held**, at any time during the **trial period**.

ARTICLE 15 - TRANSFERS

- 15.01** **An** employee **wishing** to apply **for a** voluntary lateral transfer shall notify Human Resources in **writing**.

ARTICLE 16 - PROBATIONARY EMPLOYEES

- 16.01 All new employees **shall be** considered probationary until they have completed **six (6)** months of continuous ~~service~~ (equivalent to the completion of 910 hours for a **thirty-five (35)** hour a **week** employee and **1038** hours for a **forty (40)** hour a **week** employee) with the Board.
- 16.02 The probationary period **shall** be automatically extended for any **periods** of absence.
- 16.03 The Board may extend the probationary **period** at its exclusive discretion for a **further six (6)** months. The Board **shall** notify the employee in **writing when** the probationary period is extended for a **further six (6)** months.
- 16.04 Notwithstanding any provision of **this** Agreement, the release of any employee **who** has not completed the probationary period shall be at the sole discretion of the Board. It is the intent of the **parties** that during **the** employee's probationary **period**, **the** employee shall not be **entitled to** the benefit of the grievance procedure in discharge ~~cases~~, nor shall any **such** grievance **be** instituted by the Union **on** behalf of **such** probationary employees.

ARTICLE 17 - LAYOFF AND RECALL

- 17.01 Service for the purposes **of** lay-off and **recall only**, is defined as **the time since the date** of the commencement of the most recent employment in **the bargaining unit** and shall include continuous employment with the Board in **positions covered** by this Agreement, prior to certification of the Bargaining Unit.

- 17.02 The **Board** shall maintain a list showing hire dates, and each employee's name, **and** current job **title**. In **January** of each **year**, the **Board** shall provide **an** up-to-date hire list to the Union. **Any** question **as to** the accuracy of the hire list must be submitted within **fifteen (15)** working days of the **posting** of the list, following which the **dates** will be considered to be correct.
- 17.03 Service shall ~~cease~~ when the employee has been on the lay-off list for **a period** of more **than sixteen** (16) months.
- 17.04 Should the Board determine that lay-offs are **necessary** for any reason, employees shall be laid off in reverse order of **service** within their job title at the work location.
- 17.05 The Board **shall** notify the Union of lay-offs prior to laying off employees.
- 17.06 **An** employee laid off in one job **title** will be given the opportunity of displacing the employee with the least **service** in **an equal** or lower **pay grade** within **the bargaining unit**, provided **the** laid-off employee has the **ability** and qualifications to **perform** the job in a manner **which** would not adversely **affect the** efficiency of the department. For example **an** employee laid **off** in pay grade F would be **given the opportunity** of displacing the employee with the least **service** in pay **grades** C, D, and F. **An** employee who declined to accept the said **position** will be placed **on** the recall list.
- 17.07 Employees **on the** recall list **shall be recalled** in direct order of **their service** to vacancies within their pay grade or lower **pay grades** for which the employee has the abilities **and** qualifications to **perform** the job in **a** manner which would not affect the efficiency of the department.
- 17.08 Employees **shall be** removed from the **recall** list after **sixteen** (16) months or **having refused** one (1) offer of recall.

- 17.09 All employees eligible for recall are responsible to notify the Board of their address and telephone number.
- 17.10 Notice of recall to work shall be by registered mail directed to the employee's last known address.
- 17.11 The employee notified of a recall must advise the BOARD of their intention to return to work in writing within forty-eight (48) hours of receiving the recall notice.

ARTICLE 18 - ACCESS TO PERSONNEL FILES

- 18.01 Employees in the bargaining unit shall have access to their personnel files at reasonable times in the presence of a member of the Human Resources staff. Upon request, employees shall be provided with a copy of material contained in such files at the employee's own expense. It is understood that should there be mutual agreement between the employee and the Superintendent of Education - Human Resources or designee, that an item is inaccurate, the item shall be corrected. It is further understood that should there be no mutual agreement between the employee and the Superintendent of Education - Human Resources or designee, the employee shall have a right to make a written reply to the item which he/she feels is inaccurate. The reply shall form part of the employee's personnel file.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 Intent and Definition of _____

It is mutually agreed that it is in the spirit and intent of this article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

19.02 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the employee with the person designated by the **Director** of Education. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

19.03 Step One

If the dispute is not to be deemed as settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within ten (10) calendar days of the employee becoming aware of the circumstances giving rise to the complaint, or after the date when the event could have reasonably been detected, to the Superintendent of Education - Human Resources or designee. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after the submission. The Superintendent of Education - Human Resources or designee, shall provide a written answer within seven (7) calendar days of receipt of the grievance.

19.04 Step Two

If the grievance is not to be deemed as settled on the basis of the answer given in Step One, the Union shall within seven (7) calendar days of receipt of the Step One answer, notify the appropriate Superintendent of Education - Human Resources or designee, in writing, that a grievance meeting is requested. The Superintendent of Education - Human Resources or designee and other persons that the Superintendent of Education - Human Resources or designee deems appropriate, shall meet with up to three (3) members of the Union, including the grievor, should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The Superintendent of Education - Human Resources or designee, shall provide a written answer within seven (7) calendar days of the meeting being held.

19.05 **Step Three**

If the **grievance** is not to be deemed as settled on the basis of the answer given in **Step Two**, the Union shall, within **seven (7) calendar days** of the receipt of the answer given in **Step Two**, notify the Director of Education, in **writing** of its desire to submit the grievance to arbitration. The **notice** shall **contain** the name and **address** of the Union's appointee to an arbitration board. The Director of Education or designee shall, within **seven (7) days** inform the Union of the **Board's** appointee to the arbitration board. The **two appointees** shall **within** seven (7) calendar days or such **longer time as they may agree** upon, appoint a third person who shall be the chairman. If the recipient of the **notice** fails to appoint an arbitrator or if the **two** appointees fail to **agree** upon a chairman **within the time limit**, either **the Union** or **the Board** may **request** the appointment of a chairman by the Ministry of Labour.

19.06 The **arbitration board** shall hear and determine the grievance and shall issue a decision which is **final and binding upon the Parties**.

19.07 The decision of the majority is the decision of the arbitration board, but if there is no majority, **the decision of the chairman** governs. The decision of the arbitration board shall be final and **binding and enforceable on the Parties**.

19.08 The **arbitration board** shall not have the power to change, **modify**, extend **or amend** the **provisions** of this Agreement.

19.09 Each **Party** shall bear the **fee** and/or expenses of its appointee to the arbitration board and **any fees and/or** expenses of the chairman shall be borne equally by the **Parties**. Each party shall bear its **own expenses** respecting appearances at hearings of the arbitration board. **Each party shall bear** at its **own expense** the cost of **counsel** or advisors at each step of the grievance procedure.

19.10 All the time **limits fixed herein** for the grievance **procedure** may be extended only upon the **written mutual consent** of the **Parties** and subsection 44 (6) of the **Labour Relations Act** does not apply. One or more **steps** in the grievance procedure may be **omitted** in the processing of a **grievance** only upon the **written mutual consent** of the Parties.

19.11 **Group Grievances**

- 19.11.01 If the Board has a complaint with respect to the conduct of the Union or the Federation, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be given to the President or other executive officer of the Union. The President or other executive officer of the Union shall provide the answer to the Board,
- 19.11.02 The Union may file a grievance on behalf of two (2) or more employees commencing at Step One, if specifically requested in writing to do so by said employees. The written request of said employees shall be attached to the grievance.
- 19.11.03 Group grievances may only be filed within fourteen (14) calendar days of either Party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) days after the event when the event could reasonably have been detected.
- 19.12 The release of any employee who has not completed the probationary period shall be at the exclusive discretion of the Board. Should a grievance pertaining to the release of an employee who has not completed the probationary period proceed to arbitration, the arbitration board or the arbitrator as the case may be is specifically bound by this clause that the release of the employee is at the exclusive discretion of the Board.
- 19.13 It is understood that the Parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Step Three rather than an arbitration board. In the event the Parties are unable to agree upon a single arbitrator, having previously mutually agreed to proceed to a single arbitrator, the Parties may request the Minister of Labour to make the appointment.

ARTICLE 20 JUST CAUSE

20.01 No employee who has successfully completed his/her probationary period shall be dismissed, demoted or disciplined without just cause.

ARTICLE 21 EFFECTIVE PERIOD RENEWAL

21.01 This Collective Agreement shall be effective immediately following ratification and shall continue until August 31, 1994 and 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 renewal**, with or without modification, of this Agreement. If written notice is given, the **Parties shall meet** within fifteen **(15)** days from giving notice unless otherwise mutually agreed. The **Party giving notice shall** make its best efforts **to provide the other Party with the complete text** of any **amendments desired**, along with **rationale and costing** of such amendments **at the same time as the giving of notice.**

21.02 This Agreement shall form the basis of computing all **rates of pay and other conditions defined herein.**

ARTICLE 22 - SIGNING

22.01 IN WITNESS WHEREOF each of the Parties has caused this Collective Agreement to be signed by its duly authorized representatives this 20 day of NOVEMBER.

**FOR: THE ONTARIO SECONDARY
SCHOOL TEACHERS'
FEDERATION**

Jim Bell
Lana Proulx

**FOR THE MUSKOKA BOARD
OF EDUCATION**

Philip J. Rowe
Wayne T. Ho