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**A COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION  
LOCAL 527**

**(Representing Educational Assistants, Job Coaches, Vocational Education Support  
Workers, Communication Disorders Assistants, Developmental Specialists and  
Youth and Child Care Workers)**

**Effective from September 1, 2006 up to and including August 31, 2010**

11399(04)

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## ARTICLE 1 - GENERAL PURPOSE

1.01 This Agreement is entered into by the parties hereto in order to provide orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees, to make provisions herein for wages, employee benefits, hours of work and working conditions and to provide an orderly method of settling grievances under this Agreement which may arise from time to time.

## ARTICLE 2 – RECOGNITION

2.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all educational assistants, job coaches, vocational educational support workers, communication disorders assistants, developmental specialists, youth and child care workers and lunchroom assistants employed by the Board, save and except bus supervisors, lunchroom supervisors, cafeteria supervisors, volunteer persons, supervisors and persons above the rank of supervisor.

2.02 A "temporary or casual employee" means a person employed for a period less than one year:

- (a) to replace an employee absent because of illness, disability, or leave of absence.
- (b) in order to fill a temporary vacancy not yet filled through the job posting procedure of Article 11.
- (c) an employee on lay-off called back to work on a temporary or casual assignment. The employee shall receive the designated rate of pay for the assignment, four percent (4%) vacation pay, and, where applicable, the Board shall continue to contribute its share of OMERS Pension contributions.

2.03 A temporary or casual employee defined under Article 2.02 shall not be entitled to any seniority rights under this Agreement.

A temporary or casual employee shall be paid \$15.07 per hour and shall be entitled to the designated overtime rate of pay, wherever applicable, in accordance with the terms of Article 13 of this Agreement. After the completion of two (2) weeks in the same assignment, the employee will be paid the rate of pay for the assignment retroactively to the date the assignment commenced. The employee shall receive four percent (4%) vacation pay and shall be entitled to a paid recognized holiday under Article 14.01 of this Agreement provided that the employee works the last scheduled Board working day before the recognized holiday and the first scheduled working day after the recognized holiday.

A temporary or casual employee who is assigned prior to September 15, for the entire school year, shall be eligible to become enrolled for the entire school year in the benefit plans listed in Article 16.01 (a) and the Board shall contribute its portion of the premium cost of such coverage as outlined in the above mentioned article. Such coverage shall be cancelled upon completion of the assignment.

A temporary or casual employee appointed to the probationary staff without an intervening break in employment shall have seniority dated back to the commencement date of the employee's last temporary assignment, once the employee has successfully completed the three (3) month probationary period.

2.04 The Board will advise the Union, **on a monthly basis (at the end of each month)**, of the name and work location of all temporary and casual employees who are placed in one assignment for more than twenty (20) consecutive working days.

2.05 No member of the bargaining unit on probationary or permanent staff shall be laid off or suffer a reduction of or a change in normally scheduled hours of work as a result of the use of volunteers.

## ARTICLE 3 -GENERAL TERMS

3.01 Wherever the singular is used it shall be deemed to include reference to the plural, wherever applicable.

3.02 The employer shall not require any employee of the bargaining unit to make a written or verbal agreement, which contravenes the terms of this Agreement.

3.03 The Board shall supply **bargaining unit employees with an electronic copy of the collective agreement via First Class. A bargaining unit employee may request in writing, and shall receive, a printed copy of the collective agreement from the Human Resources Officer within ten (10) working days of the request being received. The Board will also supply the Union with an electronic copy of the collective agreement and twenty-five (25) printed copies.**

#### **ARTICLE 4 - RELATIONSHIP**

4.01 The parties agree that there shall be no discrimination, interference, restriction or coercion with respect to any employee because of membership or non-membership in the Union or by reason of any activity or lack of activity in the Union.

4.02 The parties agree in accordance with the Ontario Human Rights Code, there shall be no discrimination by the Board or by the Union against any employee because of race, ancestry, place of origin, colour, ethnic origin, creed, sex, age, record of offences, marital status, family status, sexual orientation, or **disability**.

4.03 The Union will not engage in Union activities during working hours or hold Union meetings at any time on the premises of the Board without prior permission of the Manager, Employee Relations or designate unless otherwise provided for in this Agreement.

4.04 All employees covered by this Agreement shall become and remain a member of the Union. All bargaining unit employees shall as a condition of employment be required to pay union dues by means of payroll deduction.

4.05 All employees except temporary or casual employees who are now members or who become members of the Union shall remain members of the Union during the lifetime of this Agreement. All new employees except temporary or casual employees shall become and remain members of the Union during the lifetime of this Agreement.

4.06 The Board will deduct dues, as specified by the Union from time to time, from the pay of each employee in the bargaining unit. The Board will also deduct an initiation fee as specified by the Union for each new employee hired into the bargaining unit. In addition, the Board will deduct regular monthly dues as a stated percentage of earnings from temporary and casual employees as defined in Article 2.02.

The Board shall remit the dues and initiation fees deducted to the Secretary-Treasurer of the Union, accompanied by a list of those employees from whom dues and initiation fees were deducted, within fifteen (15) days after the end of the month from which it applies.

4.07 Union dues will be deducted from each pay in the month.

4.08 The Union shall promptly notify the Board in writing as to the deductions to be made by the Board for regular monthly dues and the Board shall have the right to continue to rely upon such written notification as to the amount to be deducted until it receives other written notification from the Union. Notification of deductions or any changes in deductions shall be sent to the Board by registered mail.

4.09 The Board in making deductions shall have the right to rely upon the authorizations to be furnished as aforesaid. The Union agrees to indemnify and hold the Board harmless against all claims, demands and expenses, should any person at any time contend and claim that the Board has acted wrongfully or illegally in making such deductions.

4.10 The Board shall notify the Union of the hiring of any new employees. For the purpose of acquainting the new **union members** with the benefits and duties of Union membership, the Local's President or designate **will be invited to participate in orientation sessions scheduled by the Board. The Board shall notify the Union of the time, place of the meeting, and provide at least five (5) working days notice of the meeting.**

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Agreement, the right and responsibility to manage the business of the Board and its schools is vested solely and exclusively in the Board. The Board agrees that it will not exercise any of its rights in a manner inconsistent with the terms and provisions of this Agreement.

#### **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there shall be no strike, and the Board agrees that there will be no lockout.

The meaning of the word "strike" as used in this Article shall be as defined in the Ontario Labour Relations Act and Regulations.

#### **ARTICLE 7 - UNION LEAVE OF ABSENCE**

7.01 Leave of absence without pay or **loss** of seniority shall be granted, upon written request, to employees not to exceed ten (10) employees at one time for a total of one hundred (100) days per school year, who have been selected or appointed to represent the Union at conventions, conferences or on Union business. Where there is more than one (1) employee from the same school requesting such leave, such request shall be subject to Board approval.

7.02 Upon written request, the Board shall grant a leave of absence for a period of up to two **(2)** years to an employee who has been appointed to a Union position. The leave shall be limited to up to two (2) employees at any one time and shall be without **loss** of salary, seniority or fringe benefits providing the Union reimburses the Board for the full cost of the leave. **If the employee returns from a leave of absence equivalent to one (1) year, the employee shall be assigned to the employee's former position if it still exists or the equivalent. The per diem salary of an employee on a leave of absence in a Union position shall be based upon the same number of hours per day as that of educational assistants.**

#### **ARTICLE 8 - UNION COMMITTEE MEMBERS**

8.01 All committee members shall be seniority employees of the Board.

8.02 The Board acknowledges the right of the Union to appoint or select a grievance committee composed of not more than three (3) seniority employees, a negotiating committee of not more than five (5) seniority employees, a staff relations committee of not more than three (3) seniority employees, and a pay equity committee of not more than five (5) seniority employees, and will recognize and deal with the appropriate committees with respect to matters which are properly processed pursuant to the grievance procedure and with respect to contract negotiations or matters which may arise in regard to this Agreement.

8.03 The Board acknowledges the right of the Union to appoint or select no more than fifteen **(15)** steward representatives.

8.04 The name and jurisdiction of each steward representative and committee member shall be given to the Board in writing.

8.05 Initial correspondence between the parties shall pass between the Manager, Employee Relations and the President of the Union.

8.06 The Union may have the services of a staff union representative and/or advisor during negotiations to renew or amend this Collective Agreement.

8.07 A Union committee member, with approval of the Principal or Manager will be permitted during working hours, without loss of pay, to leave regular duties for a reasonable length of time for the purposes of conferring with representatives of the Board. Such approval shall not be unreasonably withheld.

8.08 Members of the Union's negotiating committee shall be paid at their regular straight time rate of pay for their regularly scheduled work time spent with representatives of the Board for purposes of amending or renewing the Agreement up to and including, but not beyond, the stage of Conciliation Officer. Such committee members will not be compensated for time spent prior to or beyond their regular working hours.

8.09 The privileges of a grievor and the grievor's steward to leave their work without loss of pay to take part in the processing of grievances is granted on the following conditions:

- (a) It shall apply to time spent processing grievances in accordance with Steps 1 and 2 of the grievance procedure (Article 21) and to time spent attending an arbitration (Article 23).
- (b) All time shall be devoted to the prompt handling of grievances.
- (c) The grievor and the steward shall obtain permission of their Principal or Manager before leaving work. Such permission shall not be unreasonably withheld.
- (d) All time away from work shall be properly reported.
- (e) Should the nature of a grievance require a steward to visit the work area of an aggrieved employee, the steward shall request permission of the Principal or Manager and the Principal of the school the steward is to visit. A time mutually satisfactory to the parties involved shall be set for such visit.

8.10 A staff relations committee composed of three (3) members of the Union and representatives of the Board will meet at such times as may be mutually agreed upon to discuss matters of mutual concern which may arise from the Agreement. A staff representative of the Union may attend a meeting of the staff relations committee.

## **ARTICLE 9 - SENIORITY**

9.01 (a) An employee will be considered on probation and will not be placed on the seniority list or be entitled to any seniority rights until the employee has been on the Board's regular staff for three (3) months of continuous employment, exclusive of the school recess periods. After completion of the probationary period the seniority of the employee shall be dated back to the last date of hiring.

A probationary employee whose services are terminated as a result of redundancy while serving the probationary period and who is reassigned to employment within a period of twelve (12) months, shall finish serving the probationary period at the point at which the employee was terminated.

- (b) Bargaining unit seniority shall be calculated on the following basis:
  - (i) Regularly Employed 20 Hours or More Per Week  
Ten (10) school months of employment equals one year of seniority credit. Each school month of employment since last date of appointment to probationary staff equals .1 year of seniority credit.
  - (ii) Regularly Employed Less Than 20 Hours Per Week  
Ten (10) school months of employment equals one-half year of seniority credit. Each school month of employment since last date of appointment to the probationary staff equals .05 year of seniority credit.

- (c) The seniority list shall show the employee's name, date of last appointment to the probationary staff, and years (or fraction thereof) of seniority credit.
  - (d) **Tie-Breakers**
    - \* If two employees have equal seniority credit, the employee with the earlier date of appointment to the probationary staff shall be senior.
    - \* If still tied, seniority standing of the two employees shall be determined by a method of lot mutually agreed upon by both parties.
- 9.02 A seniority list shall be established **in order of seniority** by the Board based on the date upon which an employee was last appointed to the probationary staff of the Board, according to the terms of Article 9.01 and Article 2.03. Such list shall be brought up to date and sent to the President of the Union by November 1 and April 1, of each year and a copy shall be sent to each work location for posting. An employee shall have fifteen (15) working days to appeal their position on the seniority list by stating the reasons for the appeal in writing including all necessary documentation to the Human Resources Officer or the list shall be deemed correct. Human Resources shall review each appeal and revise the employee's placement if warranted. The employee and the Local shall be advised as to the decision. A copy of the revised seniority list shall be sent to the Union.
- (a) If an employee of the Board who is not covered by this Agreement transfers to a position covered by this Agreement, then the employee's seniority shall commence as of the date of transfer to the bargaining unit and in accordance with Article 9.01 (b). The employee, however, will retain any accrued service credits from the employee's previous Board employment for purposes of vacation and sick leave entitlement.
  - (b) If a seniority employee accepts a temporary assignment outside of the bargaining unit not to exceed twelve (12) months in duration, the employee shall continue to accumulate Seniority.
- 9.03 An employee shall continue to accumulate seniority under the following conditions:
- (a) during an absence due to illness or accident;
  - (b) while on Workplace Safety and Insurance Board absence;
  - (c) while on approved leave of absence except as provided in Article 17 and Article 18.03;
  - (d) while working scheduled time (which includes vacations and holidays).
- 9.04 An employee shall lose seniority standing under the following conditions:
- (a) if the employee leaves the employ of the Board;
  - (b) if the employee is discharged and such discharge is not reversed through the grievance procedure;
  - (c) if the employee fails after a layoff to return to work within seven (7) working days after the Board has given notice of recall by registered mail, unless an extension is granted by the Board due to an emergency or other reasons;
  - (d) if the employee is laid off by the Board in excess of twenty-one (21) months;
  - (e) if the employee is discharged because of absence from work without a bona fide reason;
  - (9) if the employee fails to return to work promptly after the expiration of any leave granted, without a bona fide reason.
  - (g) if the employee accepts a position outside of the bargaining unit which exceeds twelve (12) months in duration.

## ARTICLE 10 - LAYOFFS AND RECALLS

10.01 Wherever possible the Board will notify permanent employees who are to be laid off thirty (30) days prior to the effective date of lay-off. This article will not apply to natural break periods during the school year or in the event of a labour dispute with another bargaining unit within the Board.

10.02 (a) In the event of layoff employees shall be laid off in the following order:

- (i) casual and temporary employees;
- (ii) probationary employees beginning with the most recently hired;
- (iii) permanent employees in order of seniority beginning with the most junior employee.

(b) Seniority shall be used in its reverse order, as specified in (a) above, except that a seniority employee may be retained out of order of seniority where there is no other permanent employee who is qualified to perform the work of the junior employee.

(c) an employee may be retained out of order of seniority as specified in sub-section (a) above, if there is no employee with greater seniority subject to layoff who is qualified and capable of performing the duties of the position.

#### Surplus and Redundancy

10.03 (a) "Surplus" shall be defined as an employee who has been declared surplus to a school or program and who is available for transfer.

(b) In the event of surplus and redundancy the most junior employee in a school or program shall be declared surplus and available for transfer. The Board will accept written, voluntary requests to be declared surplus and available for transfer from employees who are not the most junior, provided the request is received by Human Resources within **three (3)** working days of surplus being declared.

(c) Notwithstanding (b) above, an employee may be retained out of order of seniority subject to program need. Examples of program needs include intervenor, proficiency in sign language and braille.

**10.04 In the event of school closure or the relocation of a special class, the employee(s) currently working in the closing school or special class will be given the opportunity in order of seniority to exercise first right of refusal to be assigned to the new school or relocated special class. If the employee(s) declines this opportunity, the employee(s) will be placed in accordance with Article 10.03. The above process is also applicable to SALEP and the System Alternative Education Program.**

10.05 A seniority employee shall have the right to displace the most junior employee in the same classification group, providing the employee is qualified and capable of performing the duties.

If the employee is the junior employee in the classification group the employee will have the right to displace the most junior employee in the next lower classification group, providing the employee is qualified and capable of performing the duties.

Positions with the same maximum wage rate shall be considered in the same classification group for purposes of this Article.

10.06 A permanent employee who is given notice of lay-off may, in writing, waive the right of recall, and receive a severance allowance equal to two (2) weeks salary for each year of service from last date of appointment to the probationary staff, up to a maximum of twenty-six (26) week's pay. The Board shall have no further obligation to an employee who elects to receive a severance allowance instead of retaining the right of recall.

10.07 No new employee shall be hired as a probationary employee until all seniority employees on layoff who are qualified and capable of performing the duties of the position have been offered the opportunity of recall.

10.08 Before the Board employs a person from outside staff, an employee on layoff and subject to recall shall, for a period of twenty-one (21) months commencing from the date of layoff, be given first consideration to perform supply work or to fill a temporary assignment within the bargaining unit, providing the laid off employee is qualified and capable of performing the duties. The laid off employee shall be required to advise



the Human Resources Department from time to time as to the employee's availability for such work. This preference shall be **lost** if the employee refuses a temporary assignment.

10.09 If a seniority employee subject to layoff or recall refuses an offer of employment on the regular staff under these procedures, the Board shall have no further obligation to the employee under the Collective Agreement.

10.10 It shall be the duty of all employees and/or laid off persons to notify the Human Resources Department promptly, in writing, of any change of address. If an employee or laid off person should fail to do this, the Board will not be responsible for failure of notice to reach the employee and any notice sent by the Board by registered mail to the address which appears on the Board's personnel records, shall be conclusively deemed to have been received by the employee or laid off person.

The Board shall notify the Union as to the names of all bargaining unit employees who have been laid off or recalled under these procedures.

## ARTICLE 11 - JOB POSTING

11.01 Subject to the provisions of article 10 (Layoff and Recall), a vacancy shall exist when the position is open due to one of the following:

- promotion
- new created position
- demotion
- voluntary transfer
- retirement
- resignation

Notwithstanding the preceding, the Board has the right to determine the number of positions required.

11.02 Prior to the posting process and prior to a surplus employee exercising their rights under Article 10.04 of the layoff and recall provisions, surplus employees shall be placed in vacancies in order of seniority providing the employee is qualified **and capable of performing the duties** for the position. The Board will provide a list of all available positions. Employees may forward preferred placements and/or locations to the Human Resources Officer in writing. **The Board shall provide the Union with a list of all surplus employees and all vacancies prior to surplus employees being placed.**

11.03 (a) The Board shall post existing vacancies two **(2)** times per year. The posting dates shall be as follows:

- (i) **On** or before October 15th, for assignments to commence no later than November 15th.
- (ii) On or before February 15th, for assignments to commence after the March Break.
- (iii) Any other time mutually agreed by the Union and the Board.

**(b) June Staffing**

- 1. Human Resources receives the allocation numbers from Special Education and identifies surplus staff, as set out in 10.03 of this Agreement.**
- 2. Human Resources advises school of names of surplus employees and requests details of available vacancies.**
- 3. Human Resources will prepare a list of available jobs to be released electronically on or before June 1<sup>st</sup> electronically for five (5) days. One printed copy will be posted at each school location.**

4. Employees returning from Leave of Absence/Voluntary transfer employees/Surplus employees are requested to list their top ten (10) choices in writing and forward to the Human Resources department within eight (8) calendar days from date of release.
5. The Union will be invited to be present to observe the placement process. Human Resources will match qualified and capable employees to their choice based on order of seniority. If the number one choice is not available, then Human Resources will proceed to the employee's next choice (#2) and so on.
6. Employees will be asked to list additional choices if the first ten (10) choices are no longer available (i.e. this may occur for employees with low seniority).
7. This process is to be completed on or before June 15<sup>th</sup>.

This replaces the minutes of settlement signed October 23, 2002 (resolution of June staffing policy grievance dated June 28, 2002) and its attached Schedule A.

11.04 (a) In filling any other vacancies the Board shall, before hiring from outside the regular staff, offer the position to a bargaining unit member qualified and capable of performing the duties who has requested a transfer, on a form which is available in the office.

(b) An opportunity notice shall be posted in February of each year inviting transfer requests from employees on the regular staff. Transfer requests must be registered annually by March 15th on a form to be provided by the Human Resources Department and are valid only until the end of the following school year. If an employee wishes to retract their transfer, such retraction must occur prior to the stated deadline for the June staffing process. If an employee does not retract their transfer, they will forfeit their rights to their current position.

11.05 (a) An employee who wishes to apply for a posted vacancy shall submit a written application, to the Principal of the school within five (5) working days of the initial posting.

(b) If an employee applies for a posted position and the employee wishes to retract their application, such retraction must occur prior to or during the interview process. If an employee does not retract their application and they are successful to a posting, they will forfeit their rights to their current position.

(c) Human Resources will contact the successful applicants in order of seniority. If an employee is successful to more than one (1) posted position, the employee must choose one of the positions at time of contact. If an employee does not select a position at time of initial contact, Human Resources will place the employee in one of the positions.

11.06 In filling any posted vacancy under this Agreement, the Board shall base its decision on the applicant's qualifications and ability to perform the duties of the position. If qualifications and ability are relatively equal, the Board shall select the most senior candidate.

11.07 If there are no qualified and capable applicants to a posted vacancy from permanent employees, then the Board may fill the vacancy in the most convenient manner.

11.08 The posting shall show the location, the classification level and general requirements of the position including the hours of work and each position shall be identified separately.

11.09 An employee who is the successful applicant to a posted position shall not be permitted to post again for the ensuing school year from the date of notification of assignment unless such posting is a promotional opportunity to a position at a higher classification level or to a position with an increase in the number of hours worked. This sub-section shall also apply to any employee transferred by the Board through the job posting procedure.

11.10 The Board shall notify the President of the Union of the names of all successful applicants to posted vacancies and shall post the list of successful applicants on "First Class".

11.11 Unsuccessful applicants to a job posting shall be notified before the successful applicant's position is posted.

## ARTICLE 12 - DISCHARGE AND DISCIPLINE

12.01 (a) Each employee must be provided in writing with all notations of derogatory or disciplinary action, which are to be placed on the employee records. Unless such notation is made in writing to the employee, the Board will not use such incident as part of the employee's past record to justify a later disciplinary action. Such notice must be given to the employee within ten (10) working days of the discovery of the occurrence-giving rise to the action. In such cases, the President of the Union shall be notified by mail that the employee has been disciplined or received a derogatory notation. Any written reply made by an employee to a derogatory notation, disciplinary action or performance appraisal shall be included in the employee's personnel file provided such reply is received by the Board within ten (10) working days of the occurrence. The time limits in 12.01 shall be observed hereto, except where an extension of such time limits is mutually agreed upon.

(b) Notwithstanding 12.01 (a) above, in the event that an investigation is deemed necessary by the Board, and/or the Police, the CAS or any other outside agency, the Board shall notify the employee in writing that an investigation is being conducted. Such notice shall include the general nature of the investigation and a copy of the letter shall be sent to the President of the Union.

12.02 If an employee who has attained seniority is discharged, demoted or suspended and the employee feels that the employee has been unjustly discharged, demoted or suspended, then the case may be taken up as a grievance. If such a grievance is undertaken, it shall begin at Step No. 2, provided that such grievance is submitted in writing to the Manager, Employee Relations within five (5) working days of the discharge, demotion or suspension.

12.03 When an employee is to be disciplined in writing or discharged, the employee shall:

- (a) be so advised by the supervisor or a senior member of management;
- (b) be advised of the time and place of the discipline or termination meeting;
- (c) be accompanied by the President of the Union or designate;
- (d) be given the reasons for the discipline or discharge at such meeting.

12.04 An employee may request in writing to the Manager, Employee Relations to have a written warning removed from the employee's personnel record after two years, providing no subsequent written warning or disciplinary action has been placed on the employee's personnel record in the intervening two (2) year period. The decision of the Manager, Employee Relations shall be final and binding and communicated in writing to the employee.

## ARTICLE 13 - HOURS OF WORK

13.01 Normal hours of work shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m., exclusive of a thirty (30) minute lunch period, that shall not exceed 1 hour in duration. The Union shall be notified where the Board's obligations require regularly scheduled hours outside the normal period. **Note Appendix "A" regarding Hours of Work. Employees who work in a secondary school shall continue to work during exam periods with full pay and benefits.**

13.02 Overtime at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay will be paid for authorized work performed in excess of seven (7) hours per day or thirty-five (35) hours per week.

## ARTICLE 14 - RECOGNIZED PAID HOLIDAYS

14.01 The following holidays shall be recognized:

Good Friday

Easter Monday

Victoria Day  
New Year's Day  
Canada Day

Thanksgiving Day  
Christmas Day  
Boxing Day

14.02 If a recognized holiday listed in Article 14.01 falls upon an employee's day off, then such employee shall have **the** choice of an additional day's pay or an additional day off with pay in lieu of the holiday at a time mutually satisfactory to the Board and the employee concerned.

14.03 If an employee is on leave of absence or off the active payroll when a recognized holiday falls then that employee shall not be entitled to holiday pay or a day off in lieu, unless otherwise qualifying under the Employment Standards Act.

#### **ARTICLE 15 - VACATIONS WITH PAY**

15.01 All employees who have attained one (1) year's service with the Board prior to September **30** in any year shall be entitled to three (3) weeks' vacation with pay, which shall be prorated for a 10-month employment year.

15.02 All employees who have attained eight (**8**) years' service with the Board prior to September **30** in any year shall be entitled to four (4) weeks' vacation with pay, which shall be prorated for a 10-month employment year.

15.03 All employees who have attained seventeen (17) years' service with the Board prior to September **30** in any year shall be entitled to five (5) weeks' vacation with pay, which shall be prorated for a 10-month employment year.

15.04 All employees who have attained twenty-four (24) years' service with the Board prior to September **30** in any year shall be entitled to six (6) weeks' vacation with pay, which shall be prorated for a 10-month employment year.

15.05 All employees who have less than one (1) year's service with the Board prior to September **30** in any year shall be entitled to vacation with pay on a prorate basis in accordance with Article 15.01.

15.06 In accordance with the vacation entitlement outlined in Article 15, the Board will pay up to a maximum of:

- (a) two (2) week's pay during the Christmas break, which will consist of a combination of vacation entitlement and statutory holiday pay.
- (b) one (1) week's pay during the March break.

Payment for the Christmas and March break periods will be made on the regularly scheduled pay coinciding with or next following the break periods.

- (c) two (2) weeks pay during exam periods for affected employees.

No record of employment for E.I. purposes will be issued in December or March in lieu of the vacation payment. Employees shall receive the remainder of their vacation entitlement in a lump sum on the last regular pay at the end of the school year. **(Effective June 2008, the lump sum payment will occur on the first regular pay in June.)**

15.07 If any employee who is entitled to vacation pay should quit, be discharged, or whose employment is otherwise terminated, then the employee shall be paid vacation pay on a prorated basis in accordance with Articles 15.01, 15.02, 15.03, 15.04, or 15.05, whichever applies. In the event of death, vacation pay shall be paid to the employee's estate.

15.08 Subject to Article 18.03, an employee who has been on Leave of Absence or Layoff for more than one (1) month, or on sick leave and off the active payroll for more than six (6) months during the vacation year, shall have vacation entitlement prorated in accordance with the amount of time the employee was on the active payroll during the vacation year.

## ARTICLE 16 - EMPLOYEE BENEFITS

16.01 The Board agrees to **contribute to** the plan for benefits **as provided by the carrier** as set out in this Article including the execution of appropriate payroll deductions for the employee's share in premiums for those employees who have elected to participate in the coverages and who have been approved by the Insurance Company.

16.02 (a) The Board will contribute one hundred per cent (100%) of the premium cost of the following benefit plans for an employee regularly employed for more than twenty (20) hours per week. For an employee who is regularly employed for twenty (20) hours per week or less, the Board's premium contribution of the following benefit plans will be prorated in the same proportion that the part-time schedule bears to a full-time schedule (**See Appendix A regarding hours of work**) with the employee contributing the remainder through payroll deduction:

- (i) Semi-Private Hospital Care
- (ii) Extended Health Care with no deductible – Dispensing Fee of \$7.00 per prescription. (Including Vision Care maximum reimbursement of \$250 every two years. **Effective Sept 1, 2007 Vision Care maximum reimbursement increases to \$300/person including laser eye surgery and one eye exam every two benefit years.** Hearing Aids – up to \$500.00 every five (5) years. Orthotics and orthopedic shoes as prescribed by a medical practitioner shall be limited to a maximum of \$350 per person per benefit year. **Effective Sept 1, 2007 orthotics and orthopedic shoes as prescribed by a medical practitioner shall be limited to a maximum of \$400 per person per benefit year. Paramedical: all current maximums as per policy to be increased to \$300/person per benefit year.**
- (iii) Basic Group Life Insurance.

(b) Under the present Group Life Insurance Plan, employees shall pay the full premium for Optional Dependent's Group Life Insurance – spouse - \$25,000; each dependent child - \$10,000.

(c) The Board may at any time substitute another carrier provided that the benefits conferred thereby are at least equivalent and the Union is given an opportunity to consider the proposed change before implementation.

(d) (i) The Board Group Life Insurance Plan will provide life insurance in the amount of two (2) times annual salary up to a maximum of \$30,000. New employees must, as a condition of employment, become and remain a member of the Basic Group Life Insurance Plan. Disability Coverage is not included. Coverage shall be effective the first of the month following completion of the employee's probationary period.

(ii) Optional Group Life Insurance An employee may elect Optional Group Life Insurance in multiples of ten thousand (\$10,000) up to a combined maximum (Basic and Optional) of \$80,000. The employee shall pay the full premium cost for the amount of the Optional Group Life Insurance through payroll deduction.

(iii) Employees on the payroll effective date of ratification will be enrolled automatically for the Optional Group Life Insurance, unless the Board receives a signed denial form from the employee.

(iv) An employee hired after date of ratification must, in writing, subscribe and authorize payroll deduction for the Optional Group Life Insurance in order to be covered under the Optional Group Life Insurance Plan.

(v) An employee on leave of absence must, in writing, subscribe for and authorize payroll deduction for Optional Group Life Insurance within thirty-one (31) days of return to employment in order to be covered under the Optional Group Life Insurance Plan.

(vi) An employee not subscribing for the Optional Group Life Insurance within the time limits of (iii) and (v) above may apply for coverage at a later date by making written application authorizing appropriate payroll deduction and providing evidence of insurability satisfactory to the Insurance Company. The Optional Group Life Insurance will be effective on the first day of the month following approval of the evidence of insurability by the carrier.

(vii) An employee may decide in writing at any time to cancel Optional Group Life Insurance. Such cancellation will be effective on the first day of the month following receipt by the Board of the request for cancellation.

(viii) An employee must be actively at work on the effective date of the employee's Optional Group Life Insurance. If an employee is not actively at work on the effective date, Optional Group Life Insurance will commence on the date the employee returns to work on a regular basis.

16.03 (a) Basic Dental Plan (covered services - Basic Services, Endodontics and Periodontal) based on the current ODA fee schedule minus one year shall be provided for all bargaining unit employees. The Board shall contribute 100% of the premium cost for an employee regularly employed for more than twenty (20) hours per week. The Board's premium contribution for an employee who works twenty (20) hours per week or less shall be prorated in the same proportion that the regular hours of work bears to **a full-time schedule (see Appendix "A" regarding hours of work)**, with the employee contributing the remainder through payroll deduction. The plan shall reimburse a claimant 100% of the cost of the insured services of Basic Services and 75% of the cost of the insured services for Endodontics and Periodontal. Newly hired employees shall be enrolled in the Plan effective the first of the month following completion of their probationary period. Recalls and basic check-ups shall be every nine (9) months.

An employee who does not wish to be enrolled under the Plan shall sign a Waiver Form to be provided by the Board. An employee who waives dental coverage shall be permitted to enroll for coverage at a later date during the lifetime of the Agreement only during a thirty (30) day open enrollment period on the anniversary date of the policy.

(b) Major Restorative - The Board shall contribute fifty per cent (50%) of the premium cost for an employee regularly employed for more than twenty (20) hours per week. The Board's premium contribution will be prorated accordingly for an employee working less than twenty (20) hours per week. The plan will reimburse a claimant 75% of the cost of the insured services (based on the current ODA fee schedule minus one year) with benefits limited to \$2,000. per person per year. The member shall pay the remainder of the premium cost through payroll deduction.

(c) Orthodontics - The Board shall contribute fifty per cent (50%) of the premium cost for an employee regularly employed for more than twenty (20) hours per week. The Board's premium contribution will be prorated accordingly for an employee working less than twenty (20) hours per week. The plan will reimburse a claimant 50% of the insured services (based on the current ODA fee schedule minus one year) with benefits limited to a lifetime maximum of \$2,000. per person.

16.04 (a) An employee on a leave of absence without pay granted by the Board may continue employee benefit coverages under Article 16.01 during the period of leave by paying the full cost of the premium in advance **by submitting monthly post-dated cheques**; otherwise employee benefit coverages will be cancelled for the duration of the leave.

(b) If an employee is absent due to illness or disability and off the active payroll in excess of six (6) months, then the employee shall be responsible for paying in advance the full cost of any premium **by**

**submitting monthly post-dated cheques** for coverage under Semi-Private Hospital Care, Extended Health, Group Life Insurance and Dental.

16.05 The E.I. Rebate shall, as in the past, accrue to the credit of the Board and shall be used to offset the cost of providing the benefits described in Article 16.

16.06 (a) An employee who has attained at least the age of 55 and retires before the compulsory retiring age shall have the option of retaining coverage at the employee's own cost under the Dental, Semi-Private Hospital Care, and Extended Health Plans under the following conditions:

(i) The employee must elect to retain coverage within thirty-one (31) days of retirement date; otherwise coverage shall be cancelled.

(ii) If the employee withdraws from coverage at any time prior to age sixty-five (65), the employee shall be ineligible to re-enroll in coverage.

(iii) Coverage shall remain in effect until age sixty-five (65) if the employee **so** elects. The employee shall pay to the Board in advance **by submitting monthly post-dated cheques** the full annual premium cost of the coverage; otherwise the coverage shall be cancelled.

(iv) The benefits under the Extended Health Plan for a retiree shall be limited to \$10,000 during the entire period of the member's coverage.

(b) Effective first of the month following date of ratification, a member who has attained at least the age of fifty-five (55) and retires shall have the option of retaining a \$30,000 life insurance policy until the age of sixty-five (65) (disability coverage not included). Such election must be made on or prior to retirement date. The member who **so** elects shall pay the full amount of the premium, annually, in advance, **by submitting monthly post-dated cheques** otherwise her/his coverage shall be cancelled.

(c) All employees retiring on and after January 1, 2002, will be provided with the Retiree benefit Package as outlined in 16.06 above however, the premium rates will be determined by the overall rate experience for this retiree group.

#### 16.07 Long Term Disability

The Board shall make payroll deductions for all current employees who have elected at their own expense to contribute for the premium cost of long Term Disability insurance coverage arranged by the Union. It shall be a condition of employment that all new employees will become and remain members of the long term disability plan. The Board will continue its practice of providing C.O.P.E., Local 527 with staffing information, which will effect an employee's eligibility for L.T.D. It is agreed that the Board's sole responsibility under the plan is to provide for payroll deductions and to record and remit such payments to the administrator of the plan as specified by the Union.

16.08 (a) The Board shall provide the Union with a copy of each master policy which covers the benefit plans outlined in Article 16.

(b) The Board shall, upon employee request, make available an information package covering the benefits plan in this Article.

### ARTICLE 17 – LEAVES OF ABSENCE

17.01 a) Upon written request of an employee, the Board will consider and may grant a personal leave of absence without pay or **loss** of seniority for a period up to one (1) year and such request shall not be unreasonably withheld. An employee who commences a leave of absence shall not lose seniority but will not accumulate seniority for the period of the leave.

b) A request for a personal leave of absence must be received by the Board not less than five (5) weeks prior to the commencement of the leave. The Board shall notify the employee within two (2) weeks of receiving the request as to whether the leave has been granted.

c) In exceptional circumstances, a written request may be received by the Human Resources Officer within five (5) weeks prior to the commencement of the leave requested. The Board shall notify the employee within five (5) working days of receiving the request as to whether the leave has been granted.

17.02 Upon request, the Board may consider extending a personal leave of absence without pay for a period up to an additional one (1) year. Such request must be received by the Board in writing not less than four (4) weeks prior to the end of the original leave. Such request shall not be unreasonably withheld. An employee who commences a leave of absence shall not lose seniority but will not accumulate seniority for the period of the leave.

17.03 Before commencing a personal leave of absence, an employee may continue benefit coverages under Article 16.01 (a) during the period of leave by paying the full cost of any premiums in advance, **by submitting monthly post-dated cheques**, otherwise the benefit coverages will be cancelled.

17.04 For leaves of absence greater than one (1) month, upon return to work the Board shall reinstate an employee into a comparable position.

#### 17.05 Field Placements

Subject to program requirements, the Board will endeavour to arrange for a field placement assignment within its employment to those employees who are enrolled in the Educational Assistant's Certificate Course at the Community College level or equivalent and required to undertake such assignment in order to complete the course. The employee must provide the Board with notice of the requirement for field placement well in advance. The Board cannot guarantee that field placement will be available within its employment. Where it is not available within its own employment, the Board will grant a leave of absence without pay for the employee to complete the requirement elsewhere providing:

- (a) sufficient advanced notice of leave has been given
- (b) a suitable replacement is available
- (c) the leave shall not exceed three (3) weeks; with no more than two (2) field placement leaves within any one (1) school year.

### ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE

18.01 Statutory Pregnancy and Parental Leave shall be granted in accordance with the following provisions:

(a) Upon application, in writing, an employee who is pregnant and who is employed by the Board immediately preceding the estimated day of the delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks.

(b) The Board shall not terminate the employment of or lay off any employee who is granted a leave of absence under this clause.

(c) (i) An employee may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

(ii) The employee shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

(d) (i) An employee who suffers a pregnancy related illness prior to the period of statutory



leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. The employee will not be required to use pregnancy leave unless the employee **so** elects.

(ii) In the case of an employee who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the employee expected to give birth, subsection (c) (ii) will not apply. The procedure will be as indicated in (e) which follows.

(e) Within two (2) weeks of stopping work an employee described in sub-section (d) above must give the Board:

- (i) written notice of the date the pregnancy leave began or is to begin; and
- (ii) a certificate from a legally qualified medical practitioner stating that:
  - (1) in the case of an employee who stops working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date, or
  - (2) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.

(9) The pregnancy leave ends the later of:

- six (6) weeks after birth, still-birth or miscarriage
- seventeen (17) weeks after the leave began

**OR**

- at an earlier date if the employee gives the Board four (4) weeks written notice of the date.

(g) An employee who intends to resume employment on the expiration of a statutory pregnancy leave of absence shall **so** advise the Board. Upon return to work the Board shall reinstate the employee to the position the employee most recently held. Reinstatement shall be without **loss** of seniority or benefits.

(h) The Board shall continue to contribute **its** share towards the premium cost of the employee's benefits - Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory pregnancy leave up to a maximum of seventeen (17) weeks unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.

(i) An employee granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an E.I. approved supplementary benefit plan, provided the employee:

- (1) is eligible for pregnancy leave benefits under E.I.
- (2) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

No supplementary benefit will be paid under this plan for any week, which falls outside the employee's normal employment period (i.e. July and August of ten (10) month employment). This plan shall be subject to approval of E.I. Refer to Appendix "D" for details of the E.I. Sub. Plan.

#### Statutory Parental Leave

18.02 (a) For the purposes of this clause and Appendix "D", parent shall be defined as one of the following:

- (i) natural father or mother
- (ii) adoptive father or mother
- (iii) any person in a relationship of some permanence with the parent of a child.

(b) Upon application in writing, an employee of the Board who is a parent of a child is granted a leave of absence without pay following:

- (i) the birth of the child;
- (ii) the coming of the child into custody, care and control of a parent for the first time.

(c) The Board shall not terminate the employment of or lay off any employee who is granted a leave of absence under this clause.

(d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of the parent for the first time.

(e) For persons not covered under clause (d) Parental Leave which began January 1, 2001 and thereafter may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

(9) The employee shall give the Board at least two (2) weeks written notice of the date the leave is to begin.

(g) If an employee wishes to change the date when a Parental Leave is scheduled to begin they must give written notice:

- (i) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
- (ii) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

(h) If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.

(i) The Parental Leave ends:

- (1) thirty-five (35) weeks after it begins if the employee also took a pregnancy leave, or thirty-seven (37) weeks after it begins if they did not take a pregnancy leave; or
- (2) At an earlier date if the employee gives the Board at least four (4) weeks written notice before the earlier date; or
- (3) At a later date if the employee gives the Board at least four (4) weeks written notice before the date the leave was to end.

(j) An employee who intends to resume employment on the expiration of a statutory parental leave of absence shall so advise the Board. Upon return to work the Board shall reinstate the employee to the position the employee most recently held. Reinstatement shall be without loss of seniority or benefits.

(k) The Board shall continue to contribute its share towards the premium cost of the members employee's benefits - Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory Parental Leave up to a maximum of thirty-five (35) or thirty-seven (37) weeks as outlined in 18.02 (i) unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.

(l) An employee granted a statutory parental leave of absence on or after the ratification date of this Agreement shall be compensated by the Board under an approved supplementary benefit plan, provided the employee:

- (i) has not already received payment during pregnancy leave,
- (ii) is eligible for pregnancy leave benefits under E.I.
- (iii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

No supplementary benefit will be paid under this plan for any week which falls outside the employee's normal employment period (i.e. July and August of ten (10) month employment). This plan shall be subject to approval of E.I. Refer to Appendix "D" for details of the E.I. Sub. Plan.

#### Extended Parental Leave

18.03 (a) The Board shall grant an extension to an employee who applies for an extended Parental leave of absence, without pay or **loss** of seniority, up to a maximum of one (1) year. An employee who commences a leave of absence after date of ratification shall not lose seniority but will not accumulate seniority for the period of the leave. Such request must be submitted in writing to the Board at least four (4) weeks prior to the scheduled end of the parental leave, indicating the start and end dates of the extended parental leave.

(b) An employee who has been granted an extended parental leave may continue benefit coverages under Article **16.04 (a)** during the period of leave by paying the full cost of any premiums in advance, **by submitting monthly post-dated cheques**, otherwise the benefit coverage will be cancelled.

(c) An employee who has been granted an extended parental leave of absence following the statutory period of pregnancy and parental leave shall have vacation entitlement prorated, to the commencement of the extended parental leave, according to the amount of time the employee was off the active payroll during the vacation year.

18.04 Upon an employee's return to work from an extended parental leave the Board shall reinstate the employee to a comparable position.

18.05 Where an employee takes a Statutory Pregnancy Leave of absence in accordance with the terms of Article 18.01 hereof, and returns to work within the time specified for the end of that leave, the employee's entitlement to vacation pay shall not be reduced as a result of such leave.

#### **ARTICLE 19 – Short Term Leaves of Absence**

##### 19.01 Bereavement Leave

(a) For absence occasioned by the death of a spouse, son, daughter, mother, father, of the employee or the employee's spouse, leave shall be granted without **loss** of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. Notwithstanding the note below, if the day of burial is not within the allotted consecutive days, then one (1) of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate where extended travel is required.

(b) For absence occasioned by the death of other relatives of the employee or of the employee's spouse's immediate family, leave shall be granted without **loss** of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) consecutive working days. Notwithstanding the note below, if the day of burial is not within the allotted consecutive days, then one (1) of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate where extended travel is required.

(c) For absence occasioned by the death of a close friend, leave shall be granted without **loss** of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending the funeral.

Note: It is understood that the bereavement leave shall begin within seven (7) calendar days following the day of death.

#### 19.02 Paternal Leave

For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence for a period not exceeding two (2) days. This leave shall be granted on the following days: the day of birth, the day of hospital release, or when the child comes into the care and custody of the parents. This leave shall not be deducted from the employee's sick leave credit account.

19.03 (a) An employee shall be allowed a leave of absence without **loss** of pay, benefits, or seniority if absent for the purpose of Jury service, or subpoenaed as a witness in any court proceedings to which the employee is not a party, nor charged with an offence, providing the employee pays to the Board any fee, exclusive of traveling allowances and living expenses, received as a juror or as a witness.

(b) Notwithstanding 19.03 (a) above, where an employee is charged with an offence under the Highway Traffic Act, Liquor Control Act or Criminal Code of Canada and is required to appear in court and is acquitted of said charge, then salary for the work time involved while appearing in court will not be deducted.

#### 19.04 Religious Holy Days

Leave shall be granted with pay and without deduction of sick leave credits for recognized religious holy days.

### ARTICLE 20 - ABSENCE DUE TO ILLNESS AND DISABILITY

20.01 The Board may, at its discretion, request a medical certificate from a qualified physician or licentiate of dental surgery to cover an employee's absence from work through illness or injury for a period of five (5) consecutive days or less.

20.02 An employee who returns to work within one (1) year of the date the employee ceased to work because of illness or disability shall, be reassigned to the employee's former position, if it still exists, or to a comparable position if it does not, no later than September 1<sup>st</sup> following the employee's return to work providing the employee is capable of performing the duties.

20.03 If an employee fails to return to work within one (1) year, the Board may declare the position vacant. If an employee is able to return to work after the position has been declared vacant, the employee shall be offered the first available vacancy at the employee's classification level or below providing the employee is qualified and capable of performing the duties of the position. If the employee refuses the offer, the Board shall have no further obligation to the employee under this Agreement.

### ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 "Working Day" means a day other than Saturday, Sunday, a recognized Holiday or a day falling within the school recess periods.

21.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

The term "grievance" shall mean a difference arising from the interpretation, application, administration, or alleged violation of the Agreement.

An employee with a complaint or grievance shall first discuss the matter with the employee's immediate supervisor within ten (10) working days of the occurrence giving rise to the complaint or grievance. If the complaint or grievance is not then satisfactorily adjusted within five (5) working days, the grievance procedure outlined below will be followed by the Union:

**STEP 1** The grievance shall be submitted in writing to the Manager, Employee Relations within ten (10) working days of the reply of the immediate supervisor. **The grievance will specify the article(s) allegedly violated and the remedy sought.** The Manager, Employee Relations shall inform the Union as to the name of the official designated to hear the grievance within five (5) working days. The designated official shall deliver his/her decision in writing within five (5) working days following the date of the hearing. If a settlement satisfactory to the grievor is not reached, the Union may within five (5) working days following receipt of the decision of the designated official, but not thereafter, deliver or mail to the Manager, Employee Relations a written request for a meeting at Step No. 2.

**STEP 2** A meeting will be held within five (5) working days between the grievor together with the Grievance Committee and the Director or designate. A staff representative of the Union may be present at this meeting. The Director or designate shall deliver the decision in writing to the Chairperson of the Grievance Committee within five (5) working days of such meeting.

**STEP 3** if a settlement is not reached at Step No. 2, the Union may refer the grievance to arbitration as hereinafter provided. The notice for arbitration must be made in writing by the Union within fifteen (15) working days after receipt of the decision of the Director or designate.

The time limits in Article 21, 22, and 23 shall be observed by both parties hereto except where an extension or limitation of such time limits is mutually agreed upon.

All decisions arrived at between the Board and the Union with respect to any grievance, shall be final and binding upon the Board and the Union and the employee or employees concerned.

Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the person and time line for grievance mediation to occur. The fees and charges of the mediation officer shall be borne equally by the parties.

## **ARTICLE 22 - UNION POLICY GRIEVANCE, BOARD GRIEVANCE, GROUP GRIEVANCE**

### **22.01 Union Policy Grievance**

A Union policy grievance may be submitted to the Board in writing by being delivered or mailed by registered letter to the Manager, Employee Relations within ten (10) working days of the occurrence giving rise to the grievance. A meeting between the Director or designate and the Union Grievance Committee shall be held within five (5) working days of the presentation of the written grievance as aforesaid and shall take place within the framework of Step No. 2 of Article 21.02. A staff representative of the Union may be present at this meeting. The Board shall give its written decision within five (5) working days of such meeting.

If the decision is not satisfactory to the Union, the grievance may be submitted to arbitration within fifteen (15) working days of the Union's receipt of such written decision and the arbitration sections of this Agreement shall be followed.

This provision is intended to allow the Union to submit a Union Policy Grievance involving interpretation or alleged violation of the agreement, which affects the Union as such, the employees as a whole or a substantial number of employees. A Union Policy Grievance shall not be used as a substitute for a personal or individual grievance.

#### 22.02 Board Grievance

A Board Grievance may be submitted to the Union in writing within ten (10) working days of the occurrence giving rise to the grievance. A meeting between the Union Grievance Committee and the Board representatives shall be held within five (5) working days of the presentation of the written grievance and shall take place within the framework of Step No. 2 of Article 21.02. A staff representative of the Union may be present at this meeting. The Union shall give its written decision within five (5) working days of such meeting.

If the Union's decision is not satisfactory to the Board, the grievance may be submitted to arbitration within fifteen (15) days of the Board's receipt of such written decision and the arbitration sections of this Agreement shall be followed.

#### 22.03 Group Grievance

A Group Grievance shall be one arising out of the same set of circumstances or the same management decision and shall be signed by all grieving employees in the group and shall be processed through Article 21.02, commencing at Step No. 1. If a group grievance is signed by more than three (3) grieving employees, then it shall be processed as a Union Policy Grievance under Article 22.01.

### ARTICLE 23 - ARBITRATION

23.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Articles 21 and 22 and which has not been settled, will be referred to arbitration at the request of either of the parties hereto. **The party making the request shall include the names of three (3) Arbitrators for consideration.**

23.02 The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Union, and a third person to act as chairperson chosen by the other two members of the Board of Arbitration.

23.03 Within ten (10) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.

23.04 Should the nominees of the parties fail to agree on a third person within five (5) working days of the notification mentioned in Article 23.03 above, the Ontario Ministry of Labour will be asked to appoint a chairperson.

23.05 The Board of Arbitration shall hear and determine the matter and shall issue a decision, which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration, but if there is no majority decision, the decision of the chairperson shall govern.

23.06 The Board of Arbitration shall not have any power to add to, to delete from, or modify the provisions of this Agreement or to substitute any new provisions of any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.

23.07 Each party hereto shall bear its own costs of, and incidental to, any such arbitration proceedings. The fees and charges of the chairperson of the Board of Arbitration shall be borne equally by the parties hereto.

23.08 The parties may 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 24 - TRAVEL ALLOWANCE**

24.01 Employees traveling on authorized Board business will be appropriately reimbursed as per applicable Board Policy. Effective September 1, 2004, travel claims are not applicable if the travel is a result of multiple work locations at the request or application of the employee. Effective September 1, 2004 employees who as a result of being declared surplus are assigned duties by the Board at two or more locations in the course of a single working day will be appropriately reimbursed.

## **ARTICLE 25 - HEALTH & SAFETY**

25.01 The Board agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health & Safety Act and its Regulations.

25.02 The Union agrees to assist the Board in maintaining proper observation of occupational health and safety rules.

25.03 The Board and the Union agree that the Terms of reference, which set out the guidelines for the structure, and functions of the Board Joint Health and Safety Committee shall be attached to the Collective Agreement for information.

25.04 The Board shall provide a Non-violent Crisis Intervention Course annually for all employees.

25.05 The Board shall provide training for all employees who are required to operate equipment associated and/or necessary to perform their job related duties (such as Stander, Hoyer lift and Stair Climbers) properly and safely prior to operating such equipment.

25.06 A letter will be issued by the Board to ensure that Operating Procedures SP9 and 10 included in the Blood Borne Pathogens Policy 7.10 are appropriately implemented in each school.

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

26.01 The Job Evaluation Plan dated April, 2001 shall be used in the classification of new positions created by the Board and to re-evaluate positions where skills, effort, responsibilities and/or working conditions have changed.

26.02 (a) When the Board creates a new position, the Board shall:

- (i) establish the salary grade using the Job Evaluation Plan
- (ii) provide the Union with the new job description
- (iii) advise the Union of the assigned salary grade

NOTE: Within one (1) year of the Board creating a new position either party may initiate a review of the new position by referring the position in question to the Job Evaluation Committee outlined in clause 27.02 (b).

(b) If the Board changes the skills, effort, responsibilities or working conditions of a position the parties shall:

- (i) establish a Joint Job Evaluation Committee consisting of two (2) representatives of the Board and two (2) representatives of the Union, to review the job description, collect the job data through the use of the Position Description Questionnaire (PDQ), interview the incumbent(s) presently holding the position and determine if a change in salary is required. Decisions of the Job Evaluation Committee shall be reached through consensus.

(ii) the incumbent will submit a written request to the Union for evaluation of a position, identifying all significant changes in the position since the previous evaluation. Upon approval of the Union, a revised PDQ will be submitted to Human Resources.

(iii) submission for re-evaluation will be submitted to Human Resources prior to December 31 in any year.

(iv) evaluation will take place prior to March 1 in any year.

(v) positions will not be re-evaluated for salary purposes within two (2) years of the last evaluation made by the Job Evaluation Committee. Positions may be brought forward at an earlier date if the Board has undertaken restructuring which would alter the skill, effort, responsibilities or working conditions of the job.

26.03 Within ten (10) working days of the Job Evaluation Committee making a decision regarding the position referred to it, Human Resources shall inform, in writing, the Union and the employee(s) of the results.

26.04 Any changes in salary grade as a result of re-evaluation will be effective the first day of the month following the evaluation. An employee who suffers a decrease in salary level as a result of Job Evaluation, shall receive the maximum salary for the lower classification.

#### **ARTICLE 27 - BULLETIN BOARDS**

27.01 The Union may use bulletin boards which are already in schools and are visible to post notices of interest, provided however, that such notices pertain only to recreational or social activities, notices of Union meetings - or notices of the results of Union elections.

#### **ARTICLE 28 - ACCESS TO INFORMATION**

28.01 An employee shall have access to examine the employee's personnel file upon prior arrangement with the Human Resources Department. An employee shall also have access to examine their employee evaluation files upon prior arrangement with the Principal. Upon request an employee shall receive a copy of material contained in such files. The employee shall have the right to contest in writing the accuracy of such information and have this recorded in the employee's file.

#### **ARTICLE 29 – TRANSPORTING STUDENTS**

29.01 Employees shall not be required to transport students in any vehicle where they are the driver. Employees may offer or agree to transport students in accordance with applicable Board policies.

#### **ARTICLE 30 - TERM OF THE AGREEMENT**

30.01 This Agreement shall remain in force from September 1, 2006 until August 31, 2010 and shall thereafter continue for a further period of one (1) year unless either party shall give notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.

30.02 If either party does give such notice the parties will endeavour to commence negotiations within fifteen (15) days after the giving of such notice.



Dated at Hamilton, Ontario **this**                      day of September, 2007.

**ON BEHALF OF C.O.P.E., LOCAL 527**

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**ON BEHALF OF THE BOARD**

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APPENDIX "A"

**PART A – WAGE RATES**

(a) When an overpayment of compensation occurs, the Board shall have six (6) months to notify the employee. A repayment schedule through payroll deduction shall not exceed thirteen (13) pay periods with a minimum deduction of not less than fifty (\$50) dollars per pay. If an employee separates from Board service before an overpayment is fully repaid, any amount remaining due to the Board shall be deducted from the final paycheque.

(b) Wage Rates for Educational Assistant will be as follows:

		Minimum	1 Year	2 Years	3 Years	Hours per work week
01-Sep-06	0%	\$19.84	\$20.09	\$20.54	\$20.83	30 hrs
01-Sep-07	0%	\$19.84	\$20.09	\$20.54	\$20.83	30 hrs, 75 mins
01-Sep-08	0%	\$19.84	\$20.09	\$20.54	\$20.83	30 hrs, 150 mins
01-June-09	4%	\$20.63	\$20.89	\$21.36	\$21.66	30 hrs, 150 mins
01-Sep-09	0%	\$20.63	\$20.89	\$21.36	\$21.66	30 hrs, 250 mins
01-June-10	4%	\$21.46	\$21.73	\$22.21	\$22.53	30 hrs, 250 mins
31-Aug-10	0%	\$21.46	\$21.73	\$22.21	\$22.53	35 hrs

A payment of \$650.00 shall be paid to each full-time seniority employee on staff and \$325.00 to each half-time seniority employee on staff, as of date of ratification.

(c) The Communications Disorder Assistant and the Developmental Specialist shall be paid as follows:

			Hours per work week
01-Sep-06	0%	\$24.89	30 hrs
01-Sep-07	0%	\$24.89	30 hrs, 75 mins
01-Sep-08	0%	\$24.89	30 hrs, 150 mins
01-June-09	4%	\$25.89	30 hrs, 150 mins
01-Sep-09	0%	\$25.89	30 hrs, 250 mins
01-June-10	4%	\$26.93	30 hrs, 250 mins
31-Aug-10	0%	\$26.93	35 hrs

A payment of **\$650.00** shall be paid to each full-time seniority employee on staff and **\$325.00** to each half-time seniority employee on staff, as of date of ratification.

## **PART B**

### **Section 1 -ANNIVERSARY DATES AND INCREMENTS**

#### **A. Anniversary Dates**

The anniversary date for an employee shall be calculated from the first day of the month coinciding with or next following the last date of appointment to the probationary staff.

#### **B. Increment Dates**

(a) An employee not at the maximum salary of the employee's classification level shall advance on the salary grid by means of an annual increment effective on the anniversary date.

(b) If an employee is off the active payroll in excess of four (4) months during the anniversary period, for reasons other than statutory maternal leave of absence, the eligible date for increment purposes shall be extended by the period proportionate to the inactive service during the anniversary period. In calculating the number of months an employee is off the active payroll, the months of July and August will be excluded from the calculation.

### **Section 2 – SALARY ON PROMOTION**

(a) Where an employee is promoted to a position classified at a higher salary level, the employee shall be placed at the same salary step in the higher classification.

(b) The anniversary date of an employee, promoted to a position classified at a higher salary level, shall not change as a result of the promotion.

### **Section 3 – SALARY ON DEMOTION**

An employee demoted to a position classified at a lower salary level shall receive either the employee's existing salary or the maximum salary for the lower classification, whichever is the lesser.

### **Section 4 – SALARY ON DISPLACEMENT**

An employee, who is transferred to a position at a lower classification as a result of displacement procedures, shall be paid the appropriate salary for the new classification level. An employee who suffers a decrease salary level as a result of displacement procedures, shall receive the maximum salary for the lower classification.

## **APPENDIX "B"**

### **PART A - SICK LEAVE**

The Board agrees to continue the respective sick leave plans (former Hamilton Board of Education and former Wentworth County Board of Education) from July 1, 1998 to date of ratification. Effective 1<sup>st</sup> of the month following date of ratification the following sick leave plan shall apply to all employees of the bargaining unit:

1. (a) Employees shall be entitled to sick leave credits from their probationary date of hire for personal illness based on the following:

- twenty (20) days per school year for bargaining unit employees regularly employed for more than twenty (20) hours per week.
- ten (10) days per school year for bargaining unit employees regularly employed twenty (20) hours per week or less

**(b) Upon appointment to permanent status, employees shall receive sick leave credits effective for personal illness from the probationary date of hire. Such credits will be pro-rated for the number of months remaining in the year in which they are hired and based upon the following:**

- **twenty (20) days per school year for bargaining unit employees regularly employed for more than twenty (20) hours per week.**
- **ten (10) days per school year for bargaining unit employees regularly employed twenty (20) hours per week or less.**

**Union agrees to withdraw Policy Grievance of June 10, 2005 as Board will apply this agreement to the 21 employees named in the grievance and those employees who attained permanent status after September 1, 2006.**

2. Payment shall be at the employee's regular hourly rate, for the number of hours the employee would normally have been scheduled to work if not absent on account of such illness.

3. An employee shall be allowed to accumulate in the sick leave credit account no more than a maximum cumulative total of:

- two hundred and sixty (260) days for employees regularly employed for more than twenty (20) hours per week.
- one hundred and thirty (130) days for employees regularly employed twenty (20) hours per week or less.

Employees regularly employed for more than twenty (20) hours per week who currently have in excess of two hundred and sixty (260) days shall be frozen at their existing accumulative balance.

Employees who are regularly employed for twenty (20) hours per week or less who currently have in excess of one hundred and thirty (130) days shall be frozen at their existing accumulative balance.

4. There shall be deducted from an employee's accumulated sick leave credit account the number of days the employee is absent with paid sick leave.

5. The credits in an employee's account at the 30th day of June in each year shall be carried forward in the account on the first day of September next following.

6. No sick leave shall be paid to an employee while the employee is absent from employment when there are no credits to the employee's sick leave account.

7. In order to qualify for sick leave payment, an employee who is absent from duties for illness not covered by the Workplace Safety and Insurance Board for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery. If such period does not exceed five (5) consecutive working days a certificate by the Principal or other superior officials of such employee shall be accepted in lieu thereof. The Board may, at its discretion, request a medical certificate from a qualified physician to cover an absence from work through illness or accident for five (5) consecutive working days or less.

8. Upon an employee qualifying for sick leave payment hereunder, deduction from the accumulative sick leave account shall be made up of:

- two hundred and sixty (260) days for employees regularly employed for more than twenty (20) hours per week.
- one hundred and thirty (130) days for employees regularly employed twenty (20) hours per week or less.

### **Transfer of Credits**

9. Employees entering the service of the Board shall be responsible for presenting a statement of their cumulative credits from the last previous Board. In no event shall such transferable credits exceed the maximum credits established under this agreement.

### **Sick Leave Gratuity**

10. Subject to the provisions of any General or Special Act of the Legislature of Ontario, now or hereafter enacted, the Board shall, on the termination of an employee's service with the Board, compute the amount of such employee's sick leave credit account by multiplying the number of days standing to the employee's credit in the account by the then per diem salary subject to (h) below and,

- (a) The Board shall pay the said amount to such employee if, at the date of such termination the employee has attained the age of sixty-five (65) years.
- (b) The Board **shall** pay the said amount to such employee, if the employee terminates service and the employee has either attained the age of 60 years or has been twenty (20) years in the service of the Board.
- (c) For employees hired prior to November 1, 1988 the calculation of the retirement gratuity in subsection 10 shall not exceed one-half (1/2) year's earnings.
- (d) For an employee hired on, and after November 1, 1988 the payment of a sick leave gratuity as calculated with subsections 9 and 10 hereof, shall not exceed \$10,000.00.
- (e) The sick leave gratuity shall be paid out in one lump sum once the Board has received satisfactory proof that the employee has retired on pension. The payment of the sick leave gratuity will be paid as soon as possible but in no event later than sixty (60) days of the Board receiving such satisfactory proof.
- (9)** If an employee dies while in the service of the Board, payment of a gratuity computed on the same basis as the sick leave gratuity on retirement shall be paid to the estate of the employee. Such payment will be conditional upon the qualifying rules for a gratuity, i.e. retirement eligibility and number of years of service required for payment.
- (g) Neither a sick leave gratuity nor a retiring allowance shall be paid to an employee who is dismissed by the Board for just cause.
- (h) The per diem salary of an employee on a leave of absence in a full time Union position, as set out in Article 7.02, shall be based upon the same number of hours per day as that of educational assistants.
- (i) Payment for sick leave gratuity shall not be prorated based on whether the employee works a full day or .5 of a day. The calculation shall be based on the total number of days in the employee's sick leave account as set out in 1. (a) and (b) above and subject to 10. (c).**

## 11. LEAVE WITHOUT DEDUCTION OF SALARY OR CREDIT

The following items are not chargeable to sick leave account and shall not constitute grounds for deduction of salary or allowance:

- (a) Quarantine- Any employee who because of exposure of communicable disease is quarantined or otherwise prevented by the Medical Health Authorities from being present at the employee's duties.
- (b) Approved school business or conventions.

## PART B -WORKPLACE SAFETY AND INSURANCE BOARD

An employee injured in the course of duties with the Board, who receives partial compensation on account of earnings pursuant to the Workplace Safety and Insurance Board Act, shall be entitled to have such compensation supplemented by the Board so as to provide payment of full earnings. The amount so paid to such employee by the Board shall be divided by the per diem earnings of such employee to determine the number of days absent with pay and the same shall be deducted from such employee's sick leave credit account. In the event that an employee does not wish to have earnings supplemented by the Board as herein provided, written notice thereof, must be given to the Manager, Employee Relations of the Board within thirty (30) days after the date of the accident.

### APPENDIX "C"

#### PENSION PLAN

1. For employees regularly employed for more than twenty (20) hours per week:

Enrollment into the O.M.E.R.S. Basic Pension Plan is mandatory. An employee's credited service will be pro-rated in accordance with normal O.M.E.R.S. Regulations.

2. For employees regularly employed for twenty (20) hours per week or less:

Enrollment into the O.M.E.R.S. Basic Pension Plan is optional consistent with the provisions of the Ontario Pension Benefits Act and OMERS.

### APPENDIX "D"

#### SUPPLEMENTAL EMPLOYMENT BENEFIT (SUB) PLAN

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary employment caused by maternity or adoption leaves.
2. All probationary and permanent employees in the bargaining unit are covered by the plan.
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SUB are:
  - (a) The Employee must be in receipt of Employment Insurance (E.I.) benefits from the Canada Employment and Immigration Commission for the benefits under which the Plan is used.
  - (b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.

- (c) Payment will not be made for any week in the waiting period, which falls outside the employee's normal work period. An Employee employed on a ten month basis will not be supplemented for any week during the waiting period, which falls during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SUB becomes payable except if non-receipt is due to serving the waiting period.
  5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
  6. Employees do not have a right to SUB payments except for supplementation of EI benefits for the employment period as specified in the Plan.
  7. The benefit level paid under this plan is set at a weekly rate equal to 60% of the employee's weekly insurable earnings under E.I. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings.
  8. The maximum number of weeks for which SUB is payable is for the two week waiting period.
  9. The plan is financed from the Employer's general revenues or through a Trust Fund. SUB payments will be kept separate from payroll records.
  10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.
  11. The Employee must provide the Employer with the proof that the Employee is getting E.I. benefits or that the Employee is not getting benefits for reasons specified in the Plan.
  12. The Employer will use the E.I. receipt of the Employee to verify the Employee is receiving E.I. benefits or other earnings. The Employer's Revenue Canada Taxation registration number is \_\_\_\_\_

#### **LETTER OF UNDERSTANDING#1 RE: LIABILITY INSURANCE**

The Board provides liability insurance to its employees who are assigned duties by the Principal and/or Supervisor against claims in respect to accidents incurred by pupils while under the jurisdiction or supervision of the Board. The Insurance Act of Ontario stipulates that any valid owner's liability insurance on a vehicle shall be First Loss Insurance and any other automobile liability policy shall be excess coverage only.

#### **LETTER OF UNDERSTANDING#2 RE: UTILITIES**

In the event that utilities in the school (heat, hydro or water) are to be shut off for an extended period of time during the working day, school representatives will consult with the Manager, Employee Relations or designate, to determine whether under the conditions, work should be cancelled for the day or other arrangements made. Any other arrangements made by the Board shall not involve an extension of the regular working hours on any day (i.e. 8:30 a.m. to 4:30 p.m.) unless the regular school day for students is changed.

The Board shall exercise its discretion in a reasonable manner and the arrangements made shall not result in a loss of earnings or transfer of lost hours to another day.

### **LETTER OF UNDERSTANDING #3 RE: TRAVEL TIME**

Human Resources Services agrees to contact the Principals of the schools to request that employees, who are required to travel to another school as part of their regular assignment, be allowed a flexible schedule. Such schedule will allow up to twenty (20) minutes travel time, which is outside of the one-half hour (1/2) lunch period.

### **LETTER OF UNDERSTANDING #4 – RE: MEDICATION**

An employee may be required by the Board to administer medication or medical procedures to a student during the course of the employee's employment. However, in no case shall an employee administer medication or medical procedures to a student without:

- a) the proper written authorization to permit such administration of medication or procedures to the student having been obtained by the Board from the student's parents or guardians as well as from the student's doctor
- b) completing the training or direction provided by or through the Board in regard to the administration of such medication or procedures; it is understood and agreed that training or direction in regard to invasive procedures generally will be provided through medical professionals such as nurses, occupational therapists and so on;
- c) being authorized by the school Principal to administer such medication or procedures to the student.

The Board confirms it will maintain liability insurance to cover employees who administer medication or medical procedures to students in the course of carrying out duties and responsibilities of their employment in accordance with this letter of understanding.

### **LETTER OF UNDERSTANDING #5 RE: PROFESSIONAL DEVELOPMENT DAYS**

The parties agree that members of the bargaining unit who are regularly employed will be required to work on **all** Professional Activity Days.

### **LETTER OF UNDERSTANDING #6 RE: TRAINING**

The parties recognize the importance of the efficient and effective communication to EA's of information concerning the particular needs of the students for whom they are responsible. This includes the notification of EA's in a school who have contact with any potentially assaultive student[s] and the response procedure, where necessary and as established in the school's Safe Intervention Plan

The parties agree to establish a committee comprised of 2 bargaining unit employees and the Union President and 3 non-bargaining unit employees. The committee will meet at least twice during the school year to investigate and discuss various methods and actions to accomplish i] maximizing training opportunities for EA's and; ii] ways of working collaboratively to achieve training goals and to assist in the planning and organization of training, whether scheduled for designated professional development days or otherwise.

Payment for training scheduled on a Professional Activity Day as referred to in the Letter of Agreement re: Professional Development Days will be based on attendance.



**LETTER OF UNDERSTANDING #7 RE: PARTERSHIPS**

The parties agree to form a Joint Committee to consider matters that may arise from the use of partnerships that may affect members of the Bargaining Unit. The Committee shall consist of up to three (3) representatives from the Bargaining Unit and up to three (3) representatives from the Board. The Committee shall meet within sixty (60) calendar days following the ratification of this Agreement and complete their work on or before July 1, 2008.

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