

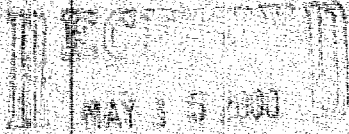
**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HALTON DISTRICT SCHOOL BOARD**

**AND**

**THE HALTON INSTRUCTIONAL  
ASSISTANTS ASSOCIATION**



**Effective January 1, 2000  
(Unless otherwise indicated  
herein)**

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose .....	1
1	Recognition .....	2
3	Management Rights .....	5
4	Association Dues .....	7
!	Association Representation.....	8
t	No Strikes and Lockouts .....	9
	Interpretation and Definitions.....	10
8	Seniority .....	13
9	Grievance Procedure .....	14
10	Arbitration .....	17
11	Posting.....	19
12	Layoff and Recall.....	20
13	Leaves of Absence .....	23
14	Parenting Leave .....	26
14	Sick Leave Plan .....	28
16	Vacation Entitlement .....	30
17	Benefit Plans .....	31
18	Retirement Policy.....	32
19	<b>Hours of Work</b> .....	33
20	Overtime .....	34
2	Statutory Holidays .....	35
2	Correspondence.....	37
2	Health and Safety.....	38
2	Permanent and Term Specific Rehiring Process .....	39
2	Professional Development .....	40
2	Salary Schedule .....	41
2	Travel Allowance.....	43
2	Term of Agreement .....	44
	Letters of Agreement - <b>Long</b> Term Disability Income	
	Protection Insurance Plan .....	46
	• Supervision During Lunch Time ..	47
	• Article 2.01 - Instructional Assistant	
	Definition .....	48
	- Job Description.....	49
	• Hours of Work.....	50
	• <b>Lump Sum</b> .....	51
	Appendix 1 .....	52

**ARTICLE 1 -PURPOSE**

**1.01**

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Board and the Association.

**1.02**

Both parties will co-operate in maintaining a harmonious relationship between the Board and the Association, to make provisions herein for satisfactory wages, 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 Association as the sole bargaining agent of all Instructional Assistants employed by The Halton District School Board. In addition it is understood that effective March 1, 2000 Casual/Supply Instructional Assistants will be members of the Association, however **only** specific Articles within the Collective Agreement **will** apply to Casual/Supply Instructional Assistants as outlined in Appendix 1.

### 2.02

At all negotiating meetings for the creation and/or renewal of this Agreement the Association may be represented by a negotiating committee composed of up to **six** (6) Association members.

The parties shall be entitled to outside council or advisor to represent them at the bargaining table if they so choose.

### 2.03

No employee in the bargaining unit shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement, unless some alternate agreement is reached between the Board, the Association President and the Member.

### 2.04

The Association shall inform the Board, in writing, of the names of its elected or appointed Executive and/or committee members prior to September 1st of each year.

### 2.05

**An** Employee Relations Committee shall be established with no more than four **(4)** representatives of the Association and the Board to discuss matters of concern. The Committee **will** meet on a regular agreed schedule or at the request of either party.

**A** TICLE 2 - RECOGNITION (Continued)

**2.5 - No Discrimination No Harassment**

**T**he Board and the Association agree that:

- i.** no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization.
- ii.** there shall be no discrimination or harassment practiced, by either party, by reason of an employee's membership or activity in the Association.
- iii.** there shall be no discrimination practiced, by either party, by reason of race, ancestry, place of **origin**, colour, ethnic origin, citizenship, creed, **sex**, sexual orientation, age, marital status, family status or handicap, as defined in Section 10(1) of the Ontario Human Rights Code (OHRC).

**2.07**

It is agreed that the Association and employees will not engage in Association activities, business or hold meetings during working hours, however the clause shall not be meant to prevent employees from engaging in casual conversations relating to Association affairs.

Notwithstanding the above paragraph, the parties agree that the President of the Bargaining Unit may in an emergency situation be required to conduct Bargaining Unit business during working hours without obtaining prior permission from the President's appropriate supervisor, as long as adequate coverage is provided, at no expense to the Board. In this event the supervisor will be informed of where the President of the Bargaining Unit can be contacted.

**2.08**

When the Director or designate requires the attendance of an Association Member at a meeting, held during regular working hours, there will be no loss of regular pay or benefits. The Board will pay for supply costs.

**2.09**

The Board shall grant an unpaid leave of absence for a **full** school year for the conducting of Association Business, to a maximum of 1.5 F.T.E. Members recommended by the Bargaining Unit. Notification to the Board will be required by June 1<sup>st</sup> of the previous school year.

ARTICLE 2 - RECOGNITION (Continued)

**2.10**

Any Member(s) on leave under Article 2 shall be granted such leave without loss of salary, fringe benefits, years of service with the Board for seniority purposes, sick leave or any other benefits that would accrue to the Member(s) under the Articles of this Agreement provided the Bargaining Unit reimburses the Board for the costs arising from leaves granted under 2.09, based on the start rate of the appropriate salary grid for the replacement Member, benefit costs, vacation entitlement and other statutory benefits.

**ARTICLE 3 - MANAGEMENT RIGHTS**

**3 .**

**T** Association recognizes and accepts that the management of the Board and direction of the workplace remains exclusively with the Board and the Association acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) hire, retire at normal retirement age, assign, direct, promote, demote, classify, transfer, layoff, recall, suspend, discharge or otherwise discipline non-probationary employees for just cause;
- c) determine the nature and services conducted by the Board, the methods and techniques of work, quality and quantity standards, the schedules of work, the number of personnel to be employed, make studies of, and
- d) institute changes to, jobs and job assignments, discontinue, reorganize, limit, combine or substitute any services, or part thereof, and determine all other functions and prerogative here before invested in and exercised by the Board which shall remain solely with the Board;
- e) make, enforce, and alter, from time to time, rules and regulations to be observed by employees;

**3 ?**

**I** the exclusive right of the Board to discipline or discharge a probationary employee for any reason satisfactory to the Board provided such discipline or discharge is done in good faith and in a non-arbitrary fashion.

**3 !**

**N** employee shall be, without just cause, demoted, disciplined, suspended with or without pay, or discharged.

ARTICLE 3 – MANAGEMENT RIGHTS (Continued)

**3.04**

A member subject to disciplinary action for whatever cause, shall be informed in writing within three (3) working days of the disciplinary action, stating the reasons for such action. At the time any formal discipline is imposed, an employee is entitled to be represented by an Association Representative and the Employer shall notify the Employee of their right in advance.

**3.05**

A written letter of discipline placed in the employee's file may be removed at the end of any school year, following a review at the employee's request, or through the Association President to the Principal, Superintendent of Human Resources, or designate.

**3.06**

A claim by an employee who has acquired seniority rights that the employee has been discharged will be treated as a grievance if a written statement of the grievance is lodged at Step 2 of the grievance procedure within ten (10) working days after the employee ceases to work for the Board.

**3.07**

The Board and the Association agree that allegations of harassment will be investigated.



**ARTICLE 4 • ASSOCIATION DUES**

**4.01**

The Board agrees, as required by Section 47 of the Ontario Labour Relations Act, to deduct from the wages of each employee in the bargaining unit a specified uniform amount equivalent to the regular monthly dues according to the Association's by-laws.

**4.02**

**Permanent and Term Specific Instructional Assistants**

Such deductions shall be made from the first pay of each month for each employee. If the employee is not active on the first pay of each month, it is not the Board's responsibility to collect past union dues. All dues so deducted shall be remitted to the Treasurer of the Association not later than the end of the month the dues were deducted. A list of names of employees, for whom dues have been deducted shall be provided to the Association President.

**Casual/Supply Instructional Assistants**

Such deductions shall be made from each pay of each month for each employee. All dues so deducted shall be remitted to the Treasurer of the Association. A list of names of employees, for whom dues have been deducted shall be provided to the Association President.

**Effective September 1, 2000 – Permanent/Term Specific/Casual/Supply Instructional Assistants**

Such deductions shall be made from each pay a member receives based upon an amount/percentage authorized by the Association. All dues so deducted shall be remitted to the Treasurer of the Association no later than the last Friday of the month in which the dues were deducted. A list of names of employees, for whom dues have been deducted shall be provided to the Association President.

**4.03**

The Association agrees to indemnify and save the Board, including its agents and employees, harmless from any liability arising out of the operation of this Article.

**4.04**

The Board must receive written notification of changes in the amount of regular monthly union dues. Such changes shall be implemented in the second school month following notification.

**4.05**

The Board shall supply the President of the Association with the names, addresses, telephone numbers and location of assignment of all bargaining unit employees by November 30th and February 1st of each school year.

**4.06**

Employees are free to join or not to join the Association notwithstanding their obligation to pay an amount equal to the regular monthly dues.

ARTICLE 5 - ASSOCIATION REPRESENTATION

5.01

In order to provide an orderly procedure for the settling of grievances, the Board acknowledges the right of the Members of the Association to appoint or otherwise select representatives to be known as the Grievance Committee. This committee shall consist of up to six (6) seniority members.

5.02

The name of each of the committee members shall be supplied in writing to the Board and the Board shall not be required to recognize such committee members until so notified in writing by the President of the Association.

5.03

It is understood that committee members shall have their regular work to perform on behalf of the Board. If it is necessary for a committee member to service a grievance during working hours, the employee may not leave work without first obtaining the permission of the immediate supervisor. Such permission will not be unreasonably withheld. At the time of resuming their work assignment, duties, they will advise their supervisor of their return.

5.04

All meetings between the Board and Grievance Committee Members or Association Officers shall be scheduled outside working hours, whenever possible. In the event such a meeting is called by the Superintendent of Human Resources or designate within the working day, the Committee Member(s) shall be permitted to attend the designated grievance meeting without loss of pay.

**ARTICLE 6 - NO STRIKES AND LOCKOUTS**

**6.01**

**The** Association agrees that during the life of this Collective Agreement there **will** be no **strikes**, picketing, slowdown, or stoppage of **work**, either complete or partial (within the meaning of the Ontario Labour Relations Act). The Association agrees that **if** any such **action** takes place it shall repudiate it forthwith and request the employees to cease such **action**.

**6.02**

**The** Board agrees that there will be no lockout (within the meaning of the Ontario Labour Relations Act) during the life of **this** agreement.

ARTICLE 7 - INTERPRETATION AND DEFINITIONS

7.01 - Association

Association means The Halton Instructional Assistants Association.

7.02 - Board

Board means The Halton District School Board.

7.03 - Casual/Supply Instructional Assistant

Casual/Supply Instructional Assistant means an employee as defined under Article 2.01 and referenced in Appendix 1, attached.

7.04 - D.D.W.

D.D.W. - Means Developmental Disabilities Worker (formerly called D.C.M.R. - Developmental Counsellor for Mentally Retarded).

7.05 - E.A.

E.A. - Means Educational Assistants.

7.06 - E.C.E.

E.C.E. - Means Early Childhood Education.

7.07 - E.C.E.D.H.

E.C.E.D.H. - Means Early Childhood Education for the Developmentally Handicapped.

7.08 - Employee

Employee means any or all of the employees in the bargaining unit as provided in Clause 2.01.

7.09 - Full-Time

A full time employee means an Employee (Permanent or Term Specific) required to work twenty-one (21) hours or more per week - Monday to Friday as an Instructional Assistant.

**ARTICLE 7 - INTERPRETATION AND DEFINITIONS (Continued)**

**7.10 - Member**

Member means member of the Bargaining Unit represented by the Halton Instructional Assistants Association.

**7.11 - Part-Time**

A part-time employee means an employee (Permanent or Term Specific) working less than twenty-one (21) hours – Monday to Friday as an Instructional Assistant.

**7.12 - Probationary Employee**

Probationary employee means an Instructional Assistant who has not completed the probationary period.

**7.13 - Probationary Period**

An instructional Assistant shall be considered a probationary employee during the first ninety (90) working days of continuous employment since their last date of hire. During this period employees shall have no seniority rights. Term Specific Contract Instructional Assistants re-hired for a consecutive term of employment shall not be subject to the probationary period.

**7.14 - Seniority**

Seniority employee means an Instructional Assistant who has completed the probationary period.

**7.15 - Term of Employment**

Nothing in this Article shall be construed as a guarantee or entitlement to hours per week, hours per day, scheduled or otherwise.

**Permanent Instructional Assistants**

The term of employment of a Permanent Instructional Assistant is normally the school year and is continuous from year to year.

ARTICLE 7 - INTERPRETATION AND DEFINITIONS (Continued)

Term Specific Contract Instructional Assistants

The term of employment of a Term Specific Contract Instructional Assistant is up to a school year, terminating on or before June 30th, but in any case, the term cannot exceed (12) months, terminating on August 31st. Employment is not continuous from year to year. The Board in its sole discretion, may hire Term Specific Contract Instructional Assistants, with first consideration given to Instructional Assistants on the Surplus List.

7.16

The Board shall supply the President of the Association with the following Casual/Supply Instructional Assistant information, on a monthly basis:

- a) names, addresses and phone numbers,
- b) names of Casual/Supply Instructional Assistants employed by the Halton District School Board for a minimum of twenty (20) consecutive full time days and his/her work location, and

**ARTICLE 8 - SENIORITY**

**8.01**

An employee will serve a probationary period of ninety (90) days actually worked before becoming eligible for seniority rights. Seniority of an employee shall be defined as length of uninterrupted service since the last date of hire with the Board.

Effective January 1, 1999 one seniority list shall be kept for Term Specific Contract and Permanent Instructional Assistants reflecting seniority and location.

Casual/Supply Instructional Assistants are not included in the Seniority List.

**8.02**

Seniority of an employee shall be lost and termination will result for any of the following reasons:

- a) an employee voluntarily resigns;
- b) an employee is discharged and such discharge is not reversed through the grievance or arbitration procedure;
- c) an employee is absent three (3) days without notification acceptable to the Board;
- d) if an employee utilizes a leave of absence for purposes other than those for which it was granted;
- e) the employee, without explanation, fails to return to work immediately after the Board has been notified by a doctor or Workplace Safety & Insurance Board that the employee is able to return to the employee's job.
- f) an employee has been laid off for a period in excess of the employee's length of seniority up to a maximum of twelve (12) months.

**8.03**

The Board shall establish seniority lists and shall provide them to the President of the Association by January 31<sup>st</sup> of each year.

**8.04**

A seniority list shall include employee's name, date of hire, and work location.

## ARTICLE 9 - GRIEVANCE PROCEDURE

It is the mutual desire of the parties to adjust disagreements and complaints relating to the interpretation, application, administration or alleged violation of this Collective Agreement as quickly as possible.

### **9.01 - Complaint Stage**

- a) It is understood that **an** employee has no grievance until the **staff** associate and the employee have had an opportunity to discuss and resolve the complaint.
- b) If the matter is unresolved after the discussion in (a), the employee may advise the employee's immediate supervisor of the complaint. The supervisor shall give a verbal reply within seven (7) working days following the receipt of the complaint, to the employee.

### **9.02 - Stet. 1, 2 and 3**

Failing settlement of the complaint, the matter may be taken up as a grievance and an effort shall be made to settle the dispute in the following manner:

#### **Step 1**

Within ten (10) working days of the supervisor's reply to the complaint, the Association may submit the grievance, in writing, to the Superintendent of Human Resources or designate. The Superintendent of Human Resources or designate shall have ten (10) working days from the receipt of the grievance in which to reply in writing.

#### **Step 2**

Failing satisfactory resolution at Step 1, the Association may submit the grievance to Step 2 within ten (10) working days of receipt of the Step 1 Reply.

Where the parties mutually agree in writing, through their authorized representatives, a meeting shall be held between the grievor, the Association Grievance Committee representative(s) the Superintendent of Human Resources and such other persons as considered appropriate, within ten (10) working days of the referral to Step 2.

The Superintendent of Human Resources shall reply in writing to the Association Grievance Committee Representative and the employee within ten (10) working days of the referral to Step 2 or of the date of the meeting, whichever is later.



**ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)**

**Step 3**

Failing satisfactory resolution at Step 2, the Association may submit the grievance to Step 3 by referring the matter to the Director, within ten (10) working days of the receipt of the Step 2 reply.

The Director shall convene a meeting at a mutually convenient time, including the grievor, the Association Grievance Committee Representative(s), the Director or designate and such other persons as considered appropriate in order to try to settle the grievance.

The Director or designate shall reply in writing to the Association Grievance Committee Representative and the employee within ten (10) working days of the meeting.

**9.03**

At any step of the grievance procedure, if the respondent fails to respond within the designated time limits, the Association may submit the grievance to the next step. If a grievance is not submitted to the next step within the designated time limits, the grievance shall be deemed to be abandoned and shall be considered settled on the basis of the Board's last reply. The parties may however agree, in writing, to extend the time limits for any part of the grievance and arbitration procedure and shall be considered settled on the basis of the Board's last reply.

**9.04**

If the Board or the Association has a Policy Grievance, such grievance may be filed at Step 2 of the grievance procedure. A Policy Grievance is defined and limited to one which alleges an actual violation of a specific provision of the Agreement. It is expressly understood that the provisions of this paragraph may not be used by the Association to institute a complaint or grievance directly affecting an employee, where such employee could themselves institute the complaint or grievance. A Policy Grievance must be initiated within twenty (20) working days of the actual occurrence of the incident or, within twenty (20) working days of the time when the Association President ought reasonably to have become aware of the situation.

**9.05 - Agreement binding**

All decisions arrived at by agreement between the Board and the Association shall be final and binding upon the Board, the Association and the Employee(s).

ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)

**9.06**

At any step of the grievance procedure, including the complaint stage, the employee or the Association may have the assistance of a representative of the Association.

**9.07**

Where a Member has received a termination notice, the Association may file a grievance at Step 2 within ten (10) working days of written notice of termination.

**9.08**

For the purposes of Articles 9 and 10, "working days" means days which are normally working days for employees in the bargaining unit.

**ARTICLE 10 - ARBITRATION**

**10.01**

Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable, either party may, within fifteen (15) working days of the receipt of the Step 3 reply, notify the other party in writing of its desire to submit the difference to Arbitration, provided the grievance procedure has been exhausted.

**10.02**

The notice shall contain the name of the first party's nominee to the Arbitration Board. The receiving party shall advise the first party of its nominee to the Board of Arbitration within ten (10) working days of the date of the first notice herein.

**10.03**

The two nominees shall, within thirty (30) working days of the nomination of the second of them, name a third person to act as Chairperson of the Board of Arbitration. If the two nominees fail to agree upon a Chairperson, appointment to that position may be made by the Minister of Labour, Province of Ontario.

**10.04**

The decision of the majority shall be the decision of the Board, but, if there is no majority, the decision of the Chairperson of the Arbitration Board, will be final and binding upon the parties and the employees concerned.

**10.05**

The powers of the Arbitration Board shall be the powers set out in the Ontario Labour Relations Act, as amended from time to time.

**10.06**

No person may be appointed as an Arbitrator or nominee who has been involved in an attempt to settle the grievance.

**10.07**

Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.

ARTICLE 10 - ARBITRATION (Continued)

10.08

If the parties agree to a sole Arbitrator instead of a Board of Arbitration, then all references herein to the Board of Arbitration shall be read as Sole Arbitrator, and 10.02 and 10.03 above are replaced with

The notice should contain the suggestion **to** proceed to a Sole Arbitrator, and provide **two** (2) names of Arbitrators acceptable to the initiating party. The second party shall respond within ten **(10)** working days in writing. If no Arbitrator has been agreed to within thirty (30) working days of the **original** notice, then either party may request an appointment from the Minister of Labour, Province of Ontario.

10.09

The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of the Agreement, nor to alter, **modify** or amend, add to or delete from any part of this Agreement.

ARTICLE 11 - POSTING

11.01

The Board shall post vacancies a minimum of once per school year, at the earliest opportunity, but no later than June 15, to be filled by Permanent Instructional Assistants. The postings shall occur at least five (5) working days before the applications are due, and shall be posted in each location of the Board with employees covered by this Agreement.

11.02

A Permanent Contract Instructional Assistant position vacated during a school year, for which the board requires an Instructional Assistant to perform duties shall be filled with a Term Specific Contract Instructional Assistant until the end of the school year, if qualified and available.

11.03

Job assignment locations from one school year to the next will be dependent on the needs of the system.

## ARTICLE 12 - LAYOFF AND RECALL

### 12.01 (Permanent Instructional Assistants)

The Board shall provide notice of lay-off equivalent to twenty (20) working days or any such additional notice if required under the Employment Standards Act and the amendments thereto. **This** provision will not apply with respect to the following:

1. Probationary employees;
2. Lay-off resulting from matters beyond the Board's control, including but not limited to ~~fire~~, lightning, flood, tempest, power failure, machine breakdown and work stoppage.

### 12.02

Permanent employees who have been laid off during the school year, will have their benefits paid for by the Board for one (1) month following the lay-off, and then will have access to a basic benefit plan for a 6 month period immediately following, provided the employee pays 100% of the premium costs.

Permanent employees who have been laid off at the end of the school year, will have their benefits paid for by the Board until August 31. As of September 1, these employees will have access to a basic benefit plan for a six (6) month period immediately following the lay off, provided the employee pays 100% of the premium costs.

### 12.03

Where it is necessary to reduce the work force during the school year, the Board will first lay off Term Specific Instructional Assistants in the reverse order of seniority within the school panel affected, and before any layoff of Permanent Contract Employees. If it becomes necessary to lay off Permanent Contract Employees, such layoff will be in the reverse order of seniority in the school panel affected, providing it does not prevent the Board from maintaining a working force of employees who are qualified, able and willing to do the work which is available.

The Superintendent of Human Resources will provide the President of the Association with prior notice of any change in work schedule.

It is agreed and understood that reductions in the number of scheduled days in a work week, or hours in a work day, does not constitute a lay off.

**ARTICLE 12 - LAYOFF AND RECALL** (Continued)

**12.04**

Permanent Instructional Assistants who are laid off ~~will~~ be retained on the seniority list and have recall rights for a period of one (1) year ~~from~~ the effective date of the layoff.

No Member ~~will~~ be required to accept an assignment for which they are not qualified, as ~~determined~~ by the Superintendent of Human Resources, after consultation ~~with~~ the President of the Association.

**12.05**

Permanent employees have the right to refuse two (2) recall positions. After two (2) recall positions have been refused, the Permanent Employee will be placed on the Term Specific Instructional Assistants surplus list, permanently relinquishing Permanent Contract employment status.

**12.06 (Term Specific Instructional Assistants)**

The Board shall provide notice of lay-off in accordance with the minimum time required under the Employment Standards Act and the amendments thereto, but not less than two (2) weeks. ~~This~~ provision will not apply with respect to the following:

- 1.
- 2.

**12.07**

Recall from layoff shall be by registered letter sent by the Board to the last recorded address of the employee. The employee shall notify the Board of the intention to return to work within ten (10) days of the date that the letter was registered and shall return to work within fifteen (15) days of the date that the letter was registered. It is understood that this process ~~will~~ **not** prevent the Board from meeting its operating requirements by filling the job temporarily with a Bargaining Unit employee or another employee who is recalled from layoff.

**12.08**

Subject to the Board being able to manage the operations and meet the needs of the system, new employees shall not be hired when there are either Permanent Contract employees on layoff or Term Specific Instructional Assistants on the surplus list who are qualified, ready, willing, and able to fill the position.

ARTICLE 12 - LAYOFF AND RECALL (Continued)

12.09 Severance Pay (Permanent Instructional Assistants)

Seniority employees shall be eligible for severance pay if no position for which they are qualified or able to perform can be made available to them.

Seniority employees will receive severance pay equal to two (2) weeks based on the last rate of pay and last working schedule for every full year of service.

Such employees understand that, upon receipt of severance pay outlined above, their employment with the Halton District School Board has been terminated and that the Halton District School Board has no further obligations.

12.10

Recall lists will be maintained for employees affected by the layoff and such employees shall be recalled in reverse order of layoff. This is, the last employee to be laid off will be the first employee to be recalled, provided they are qualified and willing to perform the job required.

12.11

It will be the responsibility of the employee to provide written notification of any changes in their address to the Board.



**ARTICLE 13 - LEAVES OF ABSENCE**

**13.01 - Jury Duty and Subpoena**

An employee is entitled to salary, notwithstanding absence from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the employee is not a party or one of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling allowances, and living expenses, that is received as a juror or as a witness.

**13.02 - Quarantine**

Any employee who, because of exposure to communicable disease, is quarantined or otherwise prevented by the Medical Health authorities, pursuant to the Public Health Act, from being present at their duties shall be entitled to their salary notwithstanding.

**13.03 - Personal Leave**

Subject to a minimum notice of three (3) working days being given to the supervisor, an employee may be granted, with the approval of the Superintendent of Human Resources, for reasonable personal reasons, a leave of absence for up to a maximum of two (2) working days in any one (1) work year. Such absence shall be without pay. Permission shall not be unreasonably withheld.

**13.04 - Bereavement Leave**

A maximum of four (4) days leaves of absence without loss of pay, or sick day deduction shall be granted to an employee in the case of the death of an immediate member of the family, or an immediate relative by marriage. An "immediate member of the family" is defined as: father, mother, sister, brother, daughter, son, grandparent, grandchild, spouse, stepfather, step-mother, step-sister, step-brother, and step-child. An "immediate relative by marriage" is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. In all other cases a limit of one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the supervisor. The term "spouse" is given the extended meaning it has in the Family Law Reform Act.

**13.05 - Compassionate Leave**

A leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention, and is subject to the approval of the Superintendent of Human Resources or designate.

ARTICLE 13 - LEAVES OF ABSENCE (Continued)

13.06 - Workplace Safety & Insurance

Each seniority employee who is injured in the course of duty shall have Workplace Safety & Insurance benefits supplemented from the employee's sick leave account to provide for the payment of full salary. In the event that an employee does not wish to use sick leave credits to supplement the Workplace Safety & Insurance benefits, the employee must give immediate notice in writing to the Human Resources Department. After the expiration of any Workplace Safety & Insurance award, the employee may use the current year's sick leave or accumulated credits up to the limit previously established. It should be understood that there shall be no pyramiding or compounding of Board benefits with any other internal or external benefit. An employee on sick leave shall not be able to earn an amount of income greater than that which the employee earned while actively at work.

13.07

Subject to a minimum notice of three (3) work days being given the employee's supervisor, an employee may be granted with the approval of the Superintendent of Human Resources a leave of absence for one (1) work day through deduction of sick leave credit in any one school year. This absence may be approved because of extension of bereavement, compassionate leave, personal business or for the purpose of moving to a new place of residence where there is no alternative other than a working day. This is limited to a maximum of one day for each school year.

13.08

A leave of one (1) day with pay will be granted to permit an employee to attend at the delivery of the employee's child.

13.09

The following leaves, not chargeable to sick leave, are granted without loss of salary or benefits unless otherwise stated:

(a) Writing Examinations

An employee shall be granted one (1) additional day per year with pay to attend the writing of their own post-secondary examinations. A leave of this nature is subject to prior approval of the Superintendent of Human Resources, or designate in consultation with the employee's supervisor.

**ARTICLE 13 - LEAVES OF ABSENCE (Continued)**

**13.09 (Continued)**

**(b) Attending Graduation**

An employee shall be granted one (1) additional day per year with pay to attend the post-secondary graduation of the employee's child, spouse, or parent or attendance at the employee's own post-secondary graduation. A leave of this nature is subject to prior approval of the Superintendent of Human Resources, or designate in consultation with the employee's supervisor. The term "spouse" is given the extended meaning it has in the Family Law Reform Act.

**13.10 - School Closing**

In cases where schools are closed for a school day by the Director of Education or Principal due to inclement weather or other emergency issues, employees will be paid for regularly scheduled hours with no loss to sick day allowance nor a requirement to make up hours lost due to closure.

**13.11 - Emergency Leave**

In an emergency situation with approval from the Principal, a Member may be granted a leave of absence for one day per year (Sept. 1<sup>st</sup> to June 30<sup>th</sup>), charged to sick leave, for a sudden illness of an "immediate member of the family" as defined in clause 13.04.

## ARTICLE 14 - PARENTING LEAVE

### Pregnancy Leave

#### 14.01

The Board shall, upon the written request of the employee and receipt of a letter ~~from~~ a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the expected date of delivery, grant or cause to be granted to the employee a Pregnancy Leave (leave of absence without pay).

#### 14.02

- (i) Pregnancy Leave shall be governed by the Employment Standards Act and any amendments thereto. An employee on Pregnancy Leave for the seventeen (17) week period ~~and/or~~ on a Parenting Leave for the eighteen (18) week period identified under the Employment Standards Act, shall accumulate seniority but not salary. The Board contributions to benefits will be in accordance with Clause **18.04** during both the Pregnancy Leave and the Parenting Leave.
- (ii) The Board shall, on the written request of the employee, grant, in addition to the Pregnancy Leave and/or Parenting Leave in (i), a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides ~~with~~ a natural break in the school year. Such extension beyond the seventeen (17) week Pregnancy Leave and eighteen (18) weeks Parenting Leave shall be without payment of salary, allowances and fringe benefits. Effective July 1, **1992**, the Member shall accumulate seniority during this leave for purposes of reinstatement to Pay Grid and Vacation Entitlement.

#### 14.03 - Adoptive Leave

- (i) Adoptive Leave shall be governed by the Employment Standards Act and any amendments thereto. ~~An~~ employee on Adoptive Leave for the seventeen (17) week period and/or on a Parenting Leave for the eighteen (18) week period identified under the Employment Standards Act shall accumulate seniority and service, but not salary. The Board contributions ~~to~~ benefits will be in accordance with Clause **18.04** during both the Adoptive Leave and the Parenting Leave.
- (ii) The Board shall, on the written request of the employee, grant, in addition to the Adoptive Leave and/or Parenting Leave, a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Such extension beyond the seventeen (17) week Adoptive Leave and eighteen (18) week Parenting Leave shall be without payment of salary, allowances and fringe benefits. Effective July **1, 1992** the Employee shall accumulate seniority during this leave.

**14.04**

**Board contribution to benefit plans for employees on an approved seventeen (17) week Pregnancy or Adoptive Leave and/or for the eighteen (18) week Parenting Leave shall be as follows:**

- (i) Employees who work fifty per cent (50%) or greater of the work year, shall be entitled to one hundred per cent (100%) Board contribution;**
- (ii) Employees who work less than fifty per cent (50%) of the work year, shall be entitled to fifty per cent (50%) Board contribution.**

**ARTICLE 15 - SICK LEAVE PLAN**  
**PERMANENT INSTRUCTIONAL ASSISTANTS**

**15.01 - Eligibility**

The cumulative sick leave plan shall apply to all Permanent Instructional Assistant staff who are employees of the Halton District School Board.

**15.02 - Administration of the Plan**

Subject to the final authority of the Board, the administration of the plan shall be vested in the Human Resources Department. The Human Resources Department shall keep a record of the credits and deductions for each employee and shall provide a statement in hours to each employee annually of the state of their credit under the plan.

**15.03 - Final Authority**

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.

**15.04 - Sick Leave and Credits**

For seniority employees, hired on or after September 1, 1991, the following will apply:

- (i) employees working twenty-one (21) hours per week or greater will be entitled to two (2) days of sick leave [2 X regularly scheduled working hours/day] for each full month worked.
- (ii) employees working less than twenty-one (21) hours per week will be entitled to two (2) days of sick leave for each full month worked [2 X regularly scheduled working hours/day] on a prorated basis.
- (iii) At the end of each working year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account subject to the following:
  - (a) Eligible permanent employees shall have their sick leave limited to a maximum of two hundred (200) days [200 X regularly scheduled working hours/day.]

The working year shall start on the first day of July annually for the purpose of this plan.

Each day's absence of an employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account. No employee, however, may draw more than two hundred (200) days [200 X regularly scheduled working hours/day] of sick leave from the accumulated sick leave account for any one illness or injury.

ARTICLE 15 - SICKLEAVEPLAN (Continued)

TERM SPECIFIC/CASUAL

15.05 - Eligibility

The sick leave plan shall apply to all Instructional Assistants on a Term Specific Contract for the Halton District School Board.

15.06 - Administration of the Plan

Employees who work twenty-one (21) hours per week or greater, ten (10) months per year, will receive ten (10) days [10 X regularly scheduled working hours/day] sick leave at the start of the year. This will be prorated if the start date is later in the school year.

Employees with a work schedule of less than twenty-one (21) hours shall receive payment of one (1) day's [1 X regularly scheduled working hours/day] sick leave for each full calendar month worked. Sick leave days/hours are based on the employee's normal work schedule. Sick leave days/hours cannot be accumulated from year to year.

Principals shall monitor attendance and telephone Human Resources immediately if there is an absence and the employee's sick leave is exhausted.

Instructional Assistants who do not complete their period of employment may be subject to a sick leave adjustment.

15.07 - Notice of Absence of Permanent / Term Specific Staff

Employees are required to attend work regularly. When unable to attend, the employee must call the absentee reporting and replacement information system (i.e. HARRI) as far in advance as possible of the employee's scheduled start time, giving the reason the employee is unable to attend work, date of the employee's expected return. An employee may be requested by the Board to substantiate the reasons for any absence, including requiring a doctor's note setting out the reason for the absence, the expected duration, and the date of expected return. The Board shall subsequently reimburse the employee after receipt of a doctor's invoice. Where necessary, the Board may also request an employee to sign a release of medical information to a doctor selected by the Board with respect to the medical condition in question and/or may request an employee to be examined by a doctor mutually agreed upon by the Association and the Board. Any other provision for reporting absences, to be arranged by school administration and the employee.

**ARTICLE 16- VACATION ENTITLEMENT**

**Effective September 1, 2000**

For the purpose of determining an employee's eligibility for vacation pay, the vacation year shall be from October 1 to September 30 of the following year.

**16.01**

Employees with less than three (3) years' continuous service as at October **1st** will receive vacation pay of 4%.

**16.02**

Employees with three (3) years' continuous service but less than nine (9) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 6%.

**16.03**

Employees with nine (9) years' continuous service but less than seventeen (17) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 8%.

**16.04**

Employees with seventeen (17) years' continuous service but less than twenty-five (25) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 10%.

**16.05**

Employees with twenty-five (25) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 12%.

**16.06**

**An** employee who has either been on unpaid leave of absence or layoff for a period of more than one (1) month or, on sick leave and ~~off~~ the active payroll for more than six (6) months, shall have vacation entitlement under Article 13 hereof prorated in accordance with the amount of time the employee was on the active payroll during the vacation year.

**16.07**

Vacation entitlement will be received **on** each pay.



ARTICLE 17 - BENEFIT PLANS

17.01 - TEACHER PENSION PLAN (TPP)

Instructional Assistants will be covered by the appropriate Pension Plans (OMERS and TPP) if eligible, in accordance with the statutes.

17.02

The Board will contribute to benefits for employees working twenty-one (21) hours per week or greater.

Board Contribution:

Dental	100%
Extended Health	100%
Hearing Care Option	\$500
Vision Care Option	\$200 every twenty-four months (effective September 1, 1999)

17.03

The Board will provide the above contribution to benefits for Term Specific Contract employees, up to but not beyond August 31st. Benefits will commence again if the person is rehired in the subsequent school year.

17.04

Employees working less than twenty-one (21) hours per week shall receive fifty percent (50%) of the Board's contribution to benefits.

17.05

The Board may change Insurance Carrier, with sixty (60) days notice to the Association President, provided there is equivalent benefit coverage resulting from such change.

17.06

Life Insurance

The Board shall provide and administer, but not contribute to the premiums for the Group Life Insurance Plan in effect between the Halton District School Board and Maritime Life on September 1, 1996, adjusted to include a maximum insurance coverage of \$300,000, or other plan with equivalent benefits.

## ARTICLE 18 - RETIREMENT POLICY

### 18.01

The age for compulsory retirement of a non-teaching employee from the service of the Halton District School Board shall be sixty-five (**65**) years of age subject to the following:

### 18.02

Retirement shall take place at the end of the month in which the employee reaches 65 years of age or (at the employee's option and upon request made sixty (60) days in advance) at the end of the school year, June 30, in which the employee reaches the age of compulsory retirement. On application of the employee concerned, submitted at least five (5) months prior to the end of the term, an extension may be granted up to one (1) year provided a medical certificate of fitness is presented by the employee.

### 18.03

The extension beyond the stated age of retirement shall be at the discretion of the Halton District School Board on the advice of the Director of Education. **An** extension shall in no sense be considered to be automatic, and must be approved in writing by the Director, or designate.

### 18.04

The considerations on which **an** extension may be granted are:

- (i) **An** extension may be granted if it is in the interest of the system as a whole and the school or administrative department in particular.
- (ii) That the employee be rated as an effective employee.

ARTICLE 19 - HOURS OF WORK

19.01

The re\_  
one-half  
excluded

19.02

Any request for an increase in working hours over and above five-and-one-half (5.5) hours per day must be made through the Superintendent of Human Resources on an annual basis. These requests will only be considered for exceptional circumstances and the decision to grant or deny the request will be at the sole discretion of the Superintendent of Human Resources.

All requests must be recommended by the Principal and accompanied by a detailed rationale.

Approvals will be for term specific hours only.

The President of the Association will be made aware of any increase in working hours over and above five and one-half (5.5) hours.

19.03

All employees will be entitled to a fifteen (15) minute paid rest break period during each ha  
de

**ARTICLE 20 - OVERTIME**

**20.01**

The Parties recognize that the needs of the Board may require the performance of overtime work from time to time and employees agree to perform such work. The Board will attempt to advise employees of required overtime in advance as is practicable. If overtime is required:

Scheduled overtime at the rate of time and one-half (1-1/2) the employee's compensation rate will be provided as lieu time, for authorized work performed on behalf of the Board:

- i. approved overtime is equal to or in excess of one-half (1/2) hour in length, and
- ii. in excess of five-and-one-half (5.5) hours per day or any increase in hours over and above the 5.5 hours per day that are approved through the provisions of Article 19.02.

The employee will have the ability to accumulate up to 40 hours of lieu time, with the approval of the supervisor. The supervisor will determine whether lieu time can be accumulated. Compensating time off will be scheduled subject to the approval of the supervisor.

**ARTICLE 21 - STATUTORY HOLIDAYS**

**21.01**

The Board recognizes the following as paid holidays:

- New Year's Day
- Good Friday
- Easter Monday (not a statutory public holiday)
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

**Instructional** Assistants shall qualify for payment of statutory public holidays, as defined under the Employment Standards Act, and only in accordance with the requirements of the Act, as amended from time to time.

**Effective** January 1, 2000 Term Specific Instructional Assistants will be paid for Canada Day, Labour Day and Thanksgiving Day in accordance with Employment Standards.

**21.02 (Permanent Instructional Assistants)**

The payment for the following days will be paid during an agreed to pay period by the Manager of Payroll and Benefits and the President of the Association, for the purpose of calculating as many equal pay periods as possible:

1. In lieu of Remembrance Day, one (1) additional holiday for seniority employees. Payment will be based on the employee's regular working hours.
2. One (1) day of holiday is added to the entitlement of seniority employees. Payment will be based on the employee's regular working hours.

**21.03**

Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at the employee's regular straight time hourly rate of pay.

ARTICLE 21 - STATUTORY HOLIDAYS (Continued)

**21.04**

In order to **qualify** for holiday pay, the employee must work his/her full scheduled hours of work on his/her work day immediately preceding and immediately following the holiday unless excused by the Board or the employee was absent due to:

- (a) **an** employee's regular scheduled day **off**;
- (b) absence, due to sickness or accident, supported by a doctor's note;
- (c) a paid or unpaid leave of absence.

**21.05**

Where a holiday falls during **an** absence unpaid by the Board, including **layoff**, the employee will not receive holiday pay.

**21.06**

Where a holiday falls while an employee is on sick leave, the employee shall not receive holiday pay but will continue to receive sick pay to which the employee is entitled.

**ARTICLE 22 - CORRESPONDENCE**

**22.01**

All correspondence between the parties hereto arising out of this Agreement or incident thereto shall pass to and from the Superintendent of Human Resources, or designate and the President of the Association.

**22.02**

The Board agrees to provide the President of the Association with Board Meeting Agendas, Committee of the Whole Agendas, changes to Administration Procedures and Policies governing the Board.

1

**ARTICLE 23 - HEALTH AND SAFETY**

**23.01**

The Employer shall continue to make reasonable provisions for the safety and protection of the health of its employees during the hours of their employment. It is agreed that both the Employer and the Association shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

**23.02**

The Board agrees to include representatives or an alternate of the Halton Instructional Assistants' Association in the membership of an Occupational Health and Safety Committee.

**23.03**

The Association Representative who is a member of the Occupational Health and Safety Committee will be paid at the regular rate of pay for attendance at all meetings of the committee. Supply coverage and mileage to be paid by the Board, according to Board policy.



**ARTICLE 24- PERMANENT AND TERM SPECIFIC REHIRING PROCESS**

**24.01**

Principals shall commence rehiring Permanent Instructional Assistants in their school upon receipt of the initial allocation of hours. Principals may also commence to tentatively rehire Term Specific Instructional Assistants if the initial allocation permits, subject to the following:

If the allocation of hours to the school cannot accommodate all Instructional Assistants, the Term Specific Instructional Assistant(s) with the least seniority will be declared surplus, providing the remaining complement are qualified and able to fill the existing positions in the school.

Names of surplus Term Specific Instructional Assistants will be called into the Human Resources Department or sent by electronic mail to the Human Resources Department no later than the last day of school as it applies to each panel. In addition, surplus forms must be submitted to the Human Resources Department prior to the last day of school as it applies to each panel.

In the event that a Permanent Instructional Assistant(s) is deemed surplus to the school, the name(s) of the Permanent Instructional Assistant(s) will be called into the Human Resources Department no more than two (2) days following the school receiving notification of the allocation of hours.

It is understood that in the event that a Permanent Instructional Assistant needs to be placed, he/she may be placed in a position tentatively offered to a Term Specific Instructional Assistant. The displaced Term Specific Instructional Assistant would be added to the Term Specific Surplus List.

Following all surplus Permanent Instructional Assistants being rehired, the tentative offers of employment to Term Specific Instructional Assistants can be confirmed and employment summaries for Term Specific Instructional Assistants forwarded to the Human Resources Department.

Should there still be vacancies within the school, Principals must refer to the Term Specific Surplus List for candidates.

**ARTICLE 25 - PROFESSIONAL DEVELOPMENT**

**25.01**

In order to give Instructional Assistants the opportunity to participate in seminars, workshops, conferences, Instructional Assistants **will** attend the equivalent of one school based Professional Day and **will** be paid on the basis of his/her regularly scheduled daily hours of work. The payment for this day will be paid during an agreed to pay period by the Manager of Payroll and Benefits and the President of the Association, for the purpose of creating **as** many equal pay periods as possible. The hours paid are not **to** exceed the hours of a regular work day schedule.

**25.02**

**January 1, 2000 through June 30, 2000**

In order to give Instructional Assistants the opportunity, on occasion, to participate in seminars, workshops, conferences or similar programs, In-service or otherwise, to keep up to date with knowledge and skills in their respective fields, professional development monies of six thousand dollars (\$3,000 to be provided by the Board and \$3,000 to be provided by H.I.A.A.) will be made available.

The allocation of such funds shall be subject to the terms of reference of the Professional Development Committee **as** approved and administered by the Superintendent of Education/Human Resources, or designate, and the Association.

**Commencing September 1, 2000 – For Each School Year**

In order to give Instructional Assistants the opportunity, on occasion, to participate in seminars, workshops, conferences or similar programs, In-service or otherwise, to keep up to date with knowledge and skills in their respective fields, professional development monies of ten thousand dollars (\$5,000 to be provided by the Board and \$5,000 **to** be provided by H.I.A.A.) will be made available.

The allocation of such funds shall be subject to the terms of reference of the Professional Development Committee **as** approved and administered by the Superintendent of Education/Human Resources, or designate, and the Association.

**ARTICLE 26 - SALARY SCHEDULE (Continued)**

	<u>START</u>	<u>STEP 1</u>	<u>STEP2</u>	<u>STEP3</u>
<b><u>Group 1</u></b>	\$13.81	\$14.47	\$15.19	\$15.93
E.S.L. Large Class Size Resource Support				
<b><u>Group 2</u></b>	\$15.03	\$15.77	\$16.55	\$17.37
Behaviour Action Team Behaviour Management Communication Assistant Education Programs in Care, Treatment & Correctional Facilities Food Services Halton Alternative Program Hearing Interpreter Intervenor Kindergarten Language Ctre Learning Centre Life Skills Physically Handicapped, Developmentally Delayed Purchase of Service Resource Support Score Sign Language Special Education (Individual/Cluster/Self- Contained) Work Exp. Facilitator				

Vacation Pay will be added to the above rates.

Supply Instructional Assistant: \$11.71/hr.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2000:

	<u>START</u>	<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>
<u>Group 1</u>	\$14.02	\$14.69	\$15.42	\$16.17

**E.S.L.**

Large Class Size  
Resource Support

<u>Group 2</u>	\$15.26	\$16.01	\$16.80	\$17.63
----------------	---------	---------	---------	---------

Behaviour Action Team  
Behaviour Management  
Communication Assistant  
Education Programs in Care,  
Treatment & Correctional  
Facilities  
Food Services  
Halton Alternative Program  
Hearing  
Interpreter  
Intervenor  
Kindergarten Language Ctre.  
Learning Centre  
Life Skills  
Physically Handicapped,  
Developmentally Delayed  
Purchase of Service  
Resource Support  
Score  
Sign Language  
Special Education  
**(Individual/Cluster/Self-  
Contained)**  
Work Exp. Facilitator

Vacation Pay will be added to the above rates.

Supply Instructional Assistant: \$11.89/hr.

AR

27.0

A Permanent Contract Instructional Assistant who is required to travel between two or more schools, at the request of the Board, to perform their duties, will be paid a travel allowance for the mileage between the schools, according to Board Policy.

**ARTICLE 28 - TERM OF AGREEMENT**

**28.01**

This agreement shall supersede all previous agreements. It shall form the basis for computing all compensation of wages and all other conditions defined herein.

**28.02**

This agreement signed and entered into as of the 18th day of February, 2000, will be effective from the 1st day of January, 2000 until the 31<sup>st</sup> day of August, 2001 and shall continue automatically thereafter for annual terms of one (1) year, unless notice is given in writing by either party of their intention to modify, amend or terminate this agreement within the ninety (90) day period immediately preceding the date of termination of said agreement.

**28.03**

If either party does give such notice, the parties will endeavour to commence negotiations within fifteen (15) days after the giving of such notice or within such longer time as may be mutually agreed upon.

**28.04**

Changes may be made in this agreement by mutual agreement in writing, at any time during the existence of this agreement,

**28.05**

The parties agree that Letters of Agreement attached to this Collective Agreement form an integral part of the Agreement.

ARTICLE 28 – TERM OF AGREEMENT (Continued)

28.06

In witness whereof each of the parties hereto has caused this agreement to be signed by their duly authorized representatives this 18<sup>th</sup> day of February, 2000.

For The Halton District School Board

For The Halton Instructional Assistants Association

Signed:

Signed:

Ethel Gardiner  
Chair, Halton District School Board

Lynne Gurzi  
President/Chief Negotiator, H.I.A.A.

Debbie Marklew  
Trustee, H.I.A.A. Negotiating Team

Cheryl Kristjanson  
H.I.A.A. Negotiating Team

Dusty Papke  
Director of Education

Sharon Schweg  
H.I.A.A. Negotiating Team

Paul Anthony  
Superintendent of Human Resources

Fern Snyder  
H.I.A.A. Negotiating Team

Dawn Beckett-Morton  
Director of Labour Relations

Ruth McIntyre  
H.I.A.A. Negotiating Team

Silvia Gore  
Personnel Manager

Jeanne Shepherd  
Labour Relations Manager

LETTER OF AGREEMENT

Between

**THE HALTON DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board")

and

**THE HALTON INSTRUCTIONAL ASSISTANTS**  
(hereinafter referred to as the "Association")

**RE: LONG TERM DISABILITY INCOME PROTECTION INSURANCE PLAN**

The Board agrees to administer, but not contribute to the premiums for a Long Term Disability Income Protection Insurance Plan should a plan be put into effect between the Bargaining Unit and the carrier designated by the Bargaining Unit.

Signed as agreed at Burlington, on the 18<sup>th</sup> day of February, 2000.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

D. Marklew

L. Gurzi

D. Papke

C. Kristjanson

P. Anthony

S. Schwieg

D. Beckett-Morton

F. Snyder

S. Gore

R. McIntyre

J. Shepherd



LETTER OF UNDERSTANDING

Between

THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")

and

THE HALTON INSTRUCTIONAL ASSISTANTS  
(hereinafter referred to as the "Association")

**SUPERVISION DURING THE LUNCH TIME**

General lunch time supervision is not a condition of employment for Instructional Assistants unless the supervision is required for student program reasons. In cases where lunch time supervision is required for program reasons the Instructional Assistant will be paid at their regular hourly rate of pay and the supervision will be part of their regular hours of work.

If the Instructional Assistant is required to supervise at the lunch room supervisors' rate of pay.

It is understood that this letter of understanding is not grievable and is not subject to the Grievance and Arbitration procedure provisions of the Collective Agreement.

Signed as agreed at Burlington, on the 18th day of February, 2000.

FC

D. Marklew

L. Gurzi

D. Papke

C. Kristjanson

P. Anthony

S. Schweg

D. Beckett-Morton

F. Snyder

S. Gore

R. McIntyre

J. Shepherd

LETTER OF UNDERSTANDING

Between

**THE HALTON DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board")

and

**THE HALTON INSTRUCTIONAL ASSISTANTS**  
(hereinafter referred to as the "Association")

**ARTICLE 2.01 - INSTRUCTIONAL ASSISTANT DEFINITION**

For the purposes of Article 2.01 the Board and the Association agree that Instructional Assistants are those persons employed for any grade from Jr. Kindergarten through O.A.C. year, and who provide instructional support and promote a learning climate within a school setting as directed by the teacher and monitor students' activities as required.

Assignments for Members will be in accordance with this clause.

Signed as agreed at Burlington, on the 18<sup>th</sup> day of February, 2000.

**FOR THE BOARD**

D. Marklew \_\_\_\_\_

D. Papke \_\_\_\_\_

P. Anthony \_\_\_\_\_

D. Beckett-Morton \_\_\_\_\_

S. Gore \_\_\_\_\_

J. Shepherd \_\_\_\_\_

**FOR THE ASSOCIATION**

L. Gurzi \_\_\_\_\_

C. Kristjanson \_\_\_\_\_

S. Schwieg \_\_\_\_\_

F. Snyder \_\_\_\_\_

R. McIntyre \_\_\_\_\_

**LETTER OF AGREEMENT**

Between

**THE HALTON DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board")

and

**THE HALTON INSTRUCTIONAL ASSISTANTS**  
(hereinafter referred to as the "Association")

**JOB DESCRIPTION**

Following ratification, the parties agree to establish a committee to review the position description for the HIAA roles. The committee will be made up of representatives from HIAA, Human Resources and Student Services. HIAA, Human Resources and Student Services will decide on their own committee representatives and number of representatives (numbers are not to exceed four (4) however additional resources may be brought in as required).

The work of the committee will be completed by December 31, 2000

Signed as agreed at Burlington, on the 18<sup>th</sup> day of February, 2000.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

D. Marklew \_\_\_\_\_

L. Gurzi \_\_\_\_\_

D. Papke \_\_\_\_\_

C. Kristjanson \_\_\_\_\_

P. Anthony \_\_\_\_\_

S. Schwieg \_\_\_\_\_

D. Beckett-Morton \_\_\_\_\_

F. Snyder \_\_\_\_\_

S. Gore \_\_\_\_\_

R. McIntyre \_\_\_\_\_

J. Shepherd \_\_\_\_\_

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOLBOARD  
(hereinafter referred to as the "Board")

and

THE HALTON INSTRUCTIONAL ASSISTANTS  
(hereinafter referred to as the "Association")

**HOURS OF WORK**

With regard to Clause 19.02, when requests are made to increase the working hours of 5.5 hours per day for an Instructional Assistant, the Superintendent of Human Resources will facilitate a meeting through the Personnel Manager to review these requests.

The President of the Association and two (2) representatives from School Administration will be included at the meeting to review the requests for increased hours and make recommendations to the Superintendent of Human Resources prior to any additional hours being allocated.

Signed as agreed at Burlington, on the 18<sup>TH</sup> day of February, 2000.

**FOR THE BOARD**

D. Marklew

D. Papke

P. Anthony

D. Beckett-Morton

S. Gore

J. Shepherd

**FOR THE ASSOCIATION**

L. Gurzi

C. Kristjanson

S. Schwieg

F. Snyder

R. McIntyre

**LETTER OF AGREEMENT**

Between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")  
and  
THE HALTON INSTRUCTIONAL ASSISTANTS  
(hereinafter referred to as the "Association")

**LUMP SUM**

The undersigned representatives of both the Board and the Association agree that effective following ratification of the 2000-2001 Collective Agreement and the establishment of a group RRSP, full time seniority HIAA members in the Board's employ as at February 18, 2000, and who are not currently on an unpaid leave of absence and who have completed their probationary period, will receive a lump sum payment as indicated below:

<u>HIRE DATE (On or After)</u>	<u>LUMP SUM PAY OUT</u>
September 1, 1973	\$1,500
September 1, 1986	\$1,100
September 1, 1992	\$750
September 1, 1997	\$450
September 1, 1998	\$200

Above noted criteria will receive a lump sum pay out of \$100.

The lump sum will be rolled over directly into an RRSP account through a group RRSP. No members hired on or after December 1, 1999, who would be completing their probationary period with the Board, will be entitled to any lump sum.

Part time HIAA members who meet all the above noted criteria, will receive a pro-rated amount based on their actual hours of work.

Casual/Supply Instructional Assistants would not be eligible for any lump sum pay out or contribution to the group RRSP.

FOR THE BOARD

D. Marklew  
\_\_\_\_\_  
D. Papke  
\_\_\_\_\_  
P. Anthony  
\_\_\_\_\_

FOR THE ASSOCIATION

L. Gurzi  
\_\_\_\_\_  
C. Kristjanson  
\_\_\_\_\_  
S. Schweg  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. Shepherd  
\_\_\_\_\_

## **APPENDIX 1**

### **Casual/Supply Instructional Assistants**

Casual/Supply Instructional Assistants are those persons employed on a temporary day to day or intermittent basis. **They** are paid an hourly rate for hours worked. No seniority is accrued, **and** no benefit coverage will be provided.

Casual/Supply Instructional Assistants employed by the Halton District School Board for twenty **(20)** consecutive, **full** time working days, will be eligible to be placed on the Term Specific Surplus List for the following school year.

Supply/Casual Instructional Assistants who have worked twenty **(20)** consecutive full time days, will be paid the appropriate **start** rate of the Group 1 or Group 2 as it would apply to the supply position, retroactive to the **first** day of the assignment **to** that position.

Casual/Supply Instructional Assistants shall be governed by the Employment Standards Act and any amendments thereto.

In addition, the following Collective Agreement clauses will apply to Casual/Supply Instructional Assistants:

Article 1  
Article 2  
Article 4  
Article 6  
Article 19  
Article 26  
Article 28