

COLLECTIVE AGREEMENT

BETWEEN

THE HALTON DISTRICT SCHOOL BOARD

AND

THE HALTON DISTRICT EDUCATIONAL
ASSISTANTS' ASSOCIATION

Effective September 1, 2002
(Unless otherwise indicate herein)

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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 Educational Assistants employed by the Halton District School Board in any grade from Junior Kindergarten to OAC. Casual/Supply Educational Assistants are members of the Association; however, only Articles within the Collective Agreement outlined in Appendix I apply to Casual/Supply Educational Assistants.

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 shall meet as required at the request of either party to discuss matters of concern.

2.06

The Association shall have access to its members for Association business at all schools and workplaces provided that this does not interrupt the work day.

The President or designate must notify the school office on arrival. If the meeting is with school administration, agenda items must be provided prior to arrival.

ARTICLE 2 - RECOGNITION (Continued)

2.06 - No Discrimination, No Harassment

The 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.

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 1st of the previous school year.

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

3.01

The 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.

3.02

It is 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.

3.03

No 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, Executive Officer 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 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/Term Specific/Casual/Supply Educational 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 by no later than the 15th of the month the President of the Association with the names, addresses, telephone numbers and location of assignment of all bargaining unit employees as of November 1st 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 Executive Officer 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.

5.05

An Employee involved in a disciplinary action or discharge being taken against the Employee will have a representative of the Association present at the time of the disciplinary action or discharge.

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 District Educational Assistants Association.

7.02 - Board

Board/Employer means The Halton District School Board.

7.03 – Collective Agreement

Collective Agreement shall mean the Halton District Educational Assistant Collective Agreement.

7.04 – Casual/Supply Educational Assistant

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

7.05 - D.D.W.

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

7.06 - E.A.

E.A. - Means Educational Assistants.

7.07 - E.C.E.

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

7.08 - E.C.E.D.H.

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

7.09 - Employee

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

ARTICLE 7 - INTERPRETATION AND DEFINITIONS (Continued)

7.10 - Member

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

7.11 - 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 Educational Assistant.

7.12 - 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 Educational Assistant.

7.13 – Itinerant

Itinerant means a member who is assigned to more than one location on any school day by the Board.

7.14 - Probationary Employee

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

7.15 - Probationary Period

An Educational 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 Educational Assistants re-hired for a consecutive term of employment shall not be subject to the probationary period.

ARTICLE 7 - INTERPRETATION AND DEFINITIONS (Continued)

7.16 - Seniority

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

7.17 - 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 Educational Assistants

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

Term Specific Contract Educational Assistants

The term of employment of a Term Specific Contract Educational 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 Educational Assistants, with first consideration given to Educational Assistants on the Surplus List.

Long-Term Supply Educational Assistants

A long-term supply Educational Assistant is a Supply Educational Assistant who is hired to a long-term assignment of 20 instructional days or longer.

Casual Supply Educational Assistants

A supply Educational Assistant works on an "on call" as-needed basis.

7.18 – Casual/Supply Educational Assistants

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

- a) names, addresses and phone numbers;
- b) names of Casual/Supply Educational Assistants employed by the Halton District School Board for a minimum of twenty (20) consecutive full time days and his/her work location, anticipated duration of assignment and the name of the Educational Assistant being replaced.

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 Educational Assistants reflecting seniority and location.

Casual/Supply Educational 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 reinstated 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

- a) An employee's seniority shall not be deemed to be broken under the following conditions:
 - a) by an absence granted in writing and approved by Human Resources Department;
 - b) by an absence caused by illness or accident where the employee provides medical documentation supporting the absence for up to a period of two years;
 - c) by an absence granted through Pregnancy or Parenting Leave or Adoptive Leave;
 - d) by an absence while on Lay-Off for less than one school year;
 - e) by an absence due to a legal Strike or Lock Out as outlined in Article 6.00.

ARTICLE 8 – SENIORITY (Continued)

8.04

The Board shall establish a seniority list and shall forward it to the President of the Association by January 31st of each year.

8.05

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.

ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)

9.02 - Step 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 Executive Officer of Human Resources or designate. The Executive Officer 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 Executive Officer of Human Resources and such other persons as considered appropriate, within ten (10) working days of the referral to Step 2.

The Executive Officer 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.

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.

ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)

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 himself/herself 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).

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 Manager of Human Resources shall determine in consultation with the President of the Association the positions to be posted once allocations have been made to schools.

11.02

The Board shall post vacancies electronically and a hard copy will be distributed in the courier at the earliest opportunity, but no later than June 15, to be filled by Permanent or Term Specific Educational Assistants. The postings shall occur at least five (5) working days before the applications are due and interviews commence. When the 15th of June falls on a Saturday or Sunday it is understood that the electronic postings occur no later than the Friday prior to the 15th.

11.03

If additional positions are added during the school year, the positions will be filled by the Principal from the current surplus or supply lists and the Association president will be informed of additional positions electronically by the Manager of Human Resources.

11.04

After first consideration being given to Term Specific Educational Assistants on the Surplus List, Casual/Supply Educational Assistants on the current school year supply list may apply for posted vacancies in June to the Human Resources Department by submitting a resume and covering letter indicating the position being applied for within the timelines posted.

11.05

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

11.06

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

ARTICLE 11 – POSTING (Continued)

11.07

The President of the Association will be notified of the successful candidate in each of the postings, once Human Resources has been notified.

ARTICLE 12 - LAYOFF AND RECALL

12.01 (Permanent Educational 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 Educational 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 Executive Officer 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 Educational 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 deemed by the Executive Officer 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 Educational Assistants surplus list, permanently relinquishing Permanent Contract employment status.

12.06 (Term Specific Educational 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. 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.

12.07

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.

ARTICLE 12 - LAYOFF AND RECALL (Continued)

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 Educational Assistants on the surplus list who are qualified, ready, willing, and able to fill the position.

12.09 Severance Pay (Permanent Educational 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. The employee shall call Human Resources reporting the exposure immediately. Such absence shall not be charged to the employee's Sick Leave.

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 Executive Officer 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 paid leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention such as extended bereavement, and is subject to the approval of the Executive Officer of Human Resources or designate.

ARTICLE 13 - LEAVES OF ABSENCE (Continued)

13.06 - Workplace Safety & Insurance

Each employee who is injured in the course of duty shall have the Workplace Safety and Insurance Board salary awards supplemented from sick leave account to provide for payment of full salary. In the event that an employee does not wish to use sick leave credits to supplement the Workplace Safety and Insurance Board award, the employee must give immediate notice in writing to the Human Resources Department. After the expiration of any Workplace Safety and Insurance Board 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 – Personal Day

Subject to a minimum notice of three (3) working days being given the employee's supervisor, an employee may be granted with the approval of the Executive Officer 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 – Justice of the Peace

When being married by a Justice of the Peace whose appointments are only available during the employee's workday, the employee shall be entitled to a one-day leave of absence. A deduction shall be made from the employee's sick leave credits for the day.

ARTICLE 13 - LEAVES OF ABSENCE (Continued)

13.10

The following leaves, not chargeable to sick leave, are granted without loss of salary and/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 Executive Officer of Human Resources, or designate in consultation with the employee's supervisor.

(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 Executive Officer 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.

13.11 - 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.

13.12 – Emergency Leave

- i. In an emergency situation with approval from the Principal, a Member may be granted a leave of absence for one day per year (Sept. 1st to June 30th), charged to sick leave, for a sudden illness of an "immediate member of the family" as defined in clause 13.04.
- ii. In accordance with the Employment Standards Act, unpaid emergency leave of up to ten (10) days each school year will be available for an employee.

ARTICLE 13 - LEAVES OF ABSENCE (Continued)

13.13 - Religious Holy Days

Subject to the approval of the Executive Officer of Human Resources or designate, a Member may be granted up to a maximum of three (3) days annually with pay for officially recognized religious holy days.

A maximum of six (6) additional days without pay may be granted for officially recognized religious holy days.

ARTICLE 14 - PARENTING LEAVE

Pregnancy Leave

14.01

The Board shall upon written request of an employee and receipt from a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the date upon which delivery will occur in the medical practitioner's opinion, grant or cause to be granted to the employee a Pregnancy Leave (leave of absence without pay).

14.02

- (a) Pregnancy Leave shall be governed by the Employment Standards Act and any amendments thereto. Effective December 31, 2000 an employee on Pregnancy Leave for the seventeen (17) week period or on a Parental Leave for the thirty-five (35) week period identified under the Employment Standards Act shall accumulate seniority but not salary. The normal Board contributions to benefits will continue during both the Pregnancy Leave and the Parental Leave.
- (b) The Board shall, on written request of the employee, grant in addition to the Pregnancy Leave and the Parental Leave in 13.05(a) leave of absence for personal family reasons for a period not to exceed one (1) year. Such extensions beyond the seventeen (17) week Pregnancy Leave and the thirty-five (35) week Parental Leave shall be without payment of salary, allowances and fringe benefits. Effective July 1, 1992 the member shall accumulate seniority during this leave.

At the termination of the leave period, the onus shall be on the employee to report, in writing, to the supervisor, the employee's readiness and medical fitness to resume the employee's duties.
- (c) The employee shall return to work after the Pregnancy Leave and Parental Leave without loss of seniority, held at the commencement of the leave subject to the provisions of this Collective Agreement.
- (d) Members taking only the Parental Leave for thirty-seven (37) weeks, in accordance with the Employment Standards Act shall accumulate seniority and credit for experience during such leave. The normal Board contributions to benefits will continue during the Parental Leave.

ARTICLE 14 - PARENTING LEAVE (Continued)

14.03 - Adoptive Leave

Leave shall be available to an employee who adopts a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately the child becomes available. Written notification shall be given to the Supervisor of the exact dates of the leave when they are known.

Leave for purpose of adoption shall be limited to fifteen (15) weeks. An additional thirty-seven (37) weeks Parental Leave will be available to an employee as specified in the Employment Standards Act. An employee while on Adoptive Leave and Parental Leave shall accumulate seniority but not salary. Board contributions to benefits will continue during both the Adoptive Leave and the Parental Leave.

- (a) The Board shall, on written request of the Member, grant in addition to the Adoptive Leave and Parental Leave in 13.07(a) leave of absence for personal family reasons for a period not to exceed one (1) year. Extensions beyond the fifteen (15) week Adoptive Leave and thirty-seven (37) week Parental Leave shall be without payment of salary, allowances or fringe benefits. Effective July 1, 1992, the member shall accumulate seniority during this leave.

The provisions of 14.01 AND 14.02 will be available to an employee who has thirteen (13) weeks or more of continuous service with the Board.

14.04

The Employee may continue participation in benefit plans provided he/she pays his/her regular share of the premiums, as if the Employee were at work, for the leave periods outlined above, excluding the extended parenting leave.

The Board shall continue to pay the Board's contribution, at the same rate as if the Employee was at work, for the benefit plans for the leave periods outlined above, excluding the extended parenting leave, unless Employee provides written notice that the Employee does not intend to pay the Employee's contribution, if any.

ARTICLE 14 - PARENTING LEAVE (Continued)

14.05 – Sub Plan

Effective September 2003 the Board shall reimburse the employee for the two-week waiting period equal to the appropriate amount of the member's weekly insurable earnings under Employment Insurance (EI) provided that:

- i) the employee is eligible for maternity/adoption leave benefits;
 - ii) makes a claim to the Board on a form provided indicating the weekly amount payable under EI;
 - iii) an employee disentitled or disqualified from receiving EI shall not be eligible for payments under this clause.

ARTICLE 15 - SICK LEAVE PLAN

PERMANENT EDUCATIONAL ASSISTANTS

15.01 - Eligibility

The cumulative sick leave plan shall apply to all Permanent Educational 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.

ARTICLE 15 - SICK LEAVE PLAN (Continued)

15.04 – Sick Leave Credits (continued)

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.

TERM SPECIFIC/CASUAL

15.05 - Eligibility

The sick leave plan shall apply to all Educational 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.

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

ARTICLE 15 - SICK LEAVE PLAN (Continued)

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 1st 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 1st 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 1st will receive vacation pay of 10%.

16.05

Employees with twenty-five (25) years' continuous service as at October 1st 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)

Educational 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)

Effective January 1, 2002, the Board shall provide, administer and pay one hundred percent (100%) for the Maritime Life Dental Plan or other plan with equivalent benefits on the basis of the current Ontario Dental Association Suggested Fee Guide minus one (1) year.

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

Effective October 20, 2003 the regular hours of work during the school year for full-time personnel shall be six (6) hours per day, exclusive of lunch break, Monday to Friday. The total scheduled day is not to exceed six and a half (6.5) hours, exclusive of lunch break, unless mutually agreed upon by the Principal and the Member. Also to be excluded are Christmas break and March break.

The regular hours of work during the school year for part-time personnel shall be three (3) hours per day, exclusive of lunch break, Monday to Friday. The total scheduled day is not to exceed three and a half (3.5) hours, exclusive of lunch break, unless mutually agreed upon by the Principal and the Member. Also to be excluded are Christmas break and March break.

19.02

Any request for an increase in working hours over and above six (6.0) hours per day must be made through the Executive Officer 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 Executive Officer 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 six (6.0) hours.

19.03

All employees will be entitled to a fifteen (15) minute paid rest break period during each half of a normal work day. These rest breaks are to be scheduled such that they do not detrimentally affect the support of students.

19.04

Each employee is entitled to an unpaid lunch break of a minimum of thirty (30) consecutive minutes.

19.05

Human Resources will provide the system Staffing Report to the President of the Association as requested.

ARTICLE 19 - HOURS OF WORK (Continued)

19.06

Effective October 20, 2003 employees may be expected to participate in the supervision of students on the regular rotation of duties such as bus duty and nutrition breaks, unless such an assignment would result in concurrent supervisory duties. It is understood that such duties are considered part of the six (6.0) hour day.

19.07 - Travel Time

An Itinerant Educational Assistant who is assigned duties by the Board, at two (2) or more locations in the same day shall be mutually agreed to and be allocated paid time to travel within the normal hours of work between the locations and will be paid mileage between the schools, according to Board policy.

19.08 – Early Dismissal

It is understood that should the Board close both the Elementary and Secondary schools ninety (90) minutes early on the last school day prior to Christmas and Summer Break, there will be no loss of earnings to Educational Assistants, nor a requirement to pay back the time.

ARTICLE 20 - OVERTIME

20.01

(i) The Parties recognize that the needs of the Board may require the performance of overtime work for emergency situations only and employees agree to perform such work. Assignment of overtime generated by an emergency must be authorized by the Principal.

(ii) If emergency overtime is required, overtime at the rate of time and one-half (1-1/2) the employee's compensation rate must be provided as lieu time.

- Approved overtime is equal to or in excess of 20 minutes in length.
- Internal coverage for lieu time must be arranged. The employee and the Principal will agree to the dates the scheduled lieu time will be taken. Accumulation of emergency overtime may not exceed 11 hours of time worked per school year.

(iii) Principals will inform their Supervisor in School Operations when emergency overtime is required. This information will be provided to the President of the Association on request.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01

The Board recognizes the following as paid holidays for permanent and term specific Educational Assistants:

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

21.02

The following holidays shall be recognized and paid for by the Board at the regular rate of pay for permanent and term specific Educational Assistants.

21.03

Holiday pay shall be computed based on the employee's regular straight time hourly rate of pay times the average daily number of hours scheduled within their work week and is subject to vacation pay entitlement in accordance with Article 16.

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.

ARTICLE 21 - STATUTORY HOLIDAYS (Continued)

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.

21.07

The payment for the following days will be paid to Permanent and Term Specific Educational Assistants 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.

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.

ARTICLE 22 - CORRESPONDENCE

22.01

- i) All correspondence between the parties hereto arising out of this Agreement or incident thereto shall pass to and from the Executive Officer of Human Resources, or designate and the President of the Association.
- ii) The Union president will be notified when there is a reallocation of hours during the school year.

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.

22.03

The Board agrees to advise the President of the Association, in writing, of all Educational Assistant hirings of Permanent and Term Specific, changes in hours, layoffs, recalls, terminations and retirements on a monthly basis.

The Board agrees to advise the President of the Association, in writing, of all Educational Assistant hirings of Casual/Supply and Crisis Hour assignments on a monthly basis.

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 a representative and an alternate of the Halton District Educational Assistants' Association who are members of a Joint 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 and Term Specific Educational Assistants in their school upon receipt of the initial allocation of hours, subject to the following:

- It is understood that in the event that a Permanent Educational Assistant needs to be placed, he/she may be placed in a position offered to a Term Specific Educational Assistant. The displaced Term Specific Educational Assistant would be added to the Term Specific Surplus List.
- If the allocation of hours to the school cannot accommodate all Educational Assistants, the Term Specific Educational Assistant(s) with the least seniority with the Board 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 Educational 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 Educational Assistant(s) is deemed surplus to the school, the name(s) of the Permanent Educational 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.
- Should there still be vacancies within the school, Principals must first refer to the Term Specific Surplus List and then to the Supply/Casual List for candidates.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

25.01

From the 2003/2004 school year onward:

There shall be four (4) Board Wide Professional Development Days scheduled each year for all employees of the Bargaining Unit based on the school year calendar. The Professional Development Days shall be a regular paid work day by the Board to be used for Professional Development as determined by the Board.

25.02

For Each School Year

In order to give Educational 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.D.E.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 Executive Officer of Human Resources, or designate, and the Association.

ARTICLE 26 - SALARY SCHEDULE

Employees who have been paid at the Group 1 rate of pay and are hired to a Group 2 position in the following school year will be advanced based on their continuous years of experience as an Educational Assistant with the Board.

Employees who have been paid at the Group 2 rate of pay and are hired to a Group 1 position in the following school year will be placed at the corresponding step on the grid based on their years of continuous experience as an Educational Assistant with the Board.

Employees hired prior to April 1st of each school year will advance to the next step on the grid the following September. Employees hired on or after April 1 in a school year will not advance on the grid the following September.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2002

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$15.59	\$16.32	\$17.10	\$17.90

E.S.L.
Large Class Size
Resource Support

<u>Group 2</u>	\$16.92	\$17.72	\$18.57	\$19.45
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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 Educational Assistant: \$13.86/hour.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2003:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$16.06	\$16.81	\$17.61	\$18.44

E.S.L.
Large Class Size
Resource Support

<u>Group 2</u>	\$17.43	\$18.25	\$19.13	\$20.03
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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 Educational Assistant: \$14.28/hour.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective February 1, 2004:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	16.10	16.85	17.65	18.49

E.S.L.
Large Class Size
Resource Support

<u>Group 2</u>	17.47	18.30	19.18	20.08
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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 Educational Assistant: \$14.32/hour.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective August 31, 2004:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	16.14	16.89	17.69	18.54

E.S.L.
Large Class Size
Resource Support

<u>Group 2</u>	17.51	18.35	19.23	20.13
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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 Educational Assistant: \$14.36/hour.

ARTICLE 27 - TRAVEL ALLOWANCE

27.01

A Permanent, Term Specific or Long-Term Supply Educational Assistant who is required to travel between schools/locations to perform his/her duties, at the request of the Board, will be paid a travel allowance for the mileage between the schools/locations according to the 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 shall become effective upon the 1st day of September 2002 and shall terminate at midnight upon the 31st day of August 2004. The Agreement 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 with 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 18th day of October, 2003.

For The Halton District School Board

Signed:

Dawn Beckett-Morton
Executive Officer, Human Resources

Debbie DeBoer
Manager of Human Resources

Brenda Kearney,
Superintendent

Carla Kisko
Superintendent

Marsha Williamson
Human Resources Administrator

For The Halton Educational Assistants’
Association

Signed:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Ryan Luyk
H.D.E.A.A. Negotiating Team

Ruth McIntyre
H.D.E.A.A. Negotiating Team

Sharon Schweig
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

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

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(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 20th day of October, 2003.

FOR THE BOARD:

Dawn Beckett-Morton
Executive Officer, Human Resources

Debbie DeBoer
Manager of Human Resources

Brenda Kearney,
Superintendent

Carla Kisko
Superintendent

Marsha Williamson
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Ryan Luyk
H.D.E.A.A. Negotiating Team

Ruth McIntyre
H.D.E.A.A. Negotiating Team

Sharon Schweig
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

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

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

SUPERVISION DURING THE LUNCH TIME

General lunch time supervision is not a condition of employment for Educational Assistants and Long-Term Supply Educational Assistants unless the supervision is required for student program reasons. In cases where lunch time supervision is required for program reasons the Educational 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 Educational Assistant is requested and agrees to perform a lunch time supervision that is in addition to his/her regularly scheduled contract hours, the supervision will be paid 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 20th day of October, 2003.

FOR THE BOARD:

FOR THE ASSOCIATION:

Dawn Beckett-Morton
Executive Officer, Human Resources

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Debbie DeBoer
Manager of Human Resources

Ryan Luyk
H.D.E.A.A. Negotiating Team

Brenda Kearney,
Superintendent

Ruth McIntyre
H.D.E.A.A. Negotiating Team

Carla Kisko
Superintendent

Sharon Schweig
H.D.E.A.A. Negotiating Team

Marsha Williamson
Human Resources Administrator

Jane Wilson
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

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

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

The Board agrees that for the period September 1, 2002 to June 26, 2003 and September 1, 2003 to June 25, 2004 and September 1, 2004 to June 24, 2005, an amount of \$3,000 for each school year will be provided for supply Educational Assistant coverage so that Educational Assistants may have the opportunity to participate in seminars, workshops, etc.

As outlined under Article 25, the approval of Professional Development funds by the President of the Association must be received before supply coverage is requested. A project code number will be assigned upon approval and must be used when recording the absence on HARRI.

Normally an Educational Assistant will only be able to request these funds for coverage once during the school year.

Signed as agreed at Burlington, on the 20th day of October, 2003.

FOR THE BOARD:

Dawn Beckett-Morton
Executive Officer, Human Resources

Debbie DeBoer
Manager of Human Resources

Brenda Kearney,
Superintendent

Carla Kisko
Superintendent

Marsha Williamson
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Ryan Luyk
H.D.E.A.A. Negotiating Team

Ruth McIntyre
H.D.E.A.A. Negotiating Team

Sharon Schweig
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

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

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

**EDUCATIONAL ASSISTANTS WORKING AS SHORT-TERM OCCASIONAL
TEACHERS**

The following clarifies the payroll process for Educational Assistants who also work as short-term occasional teachers:

Any Educational Assistant who is asked and agrees to work as an Occasional Teacher will be paid at the applicable Occasional Teacher rate. The Occasional Teacher salary payment and corresponding HDEAA pay deduct will occur within the agreed upon Payroll Timelines of the HDEAA contract.

The Board agrees to supply each HDEAA member with a letter/package that outlines clearly his/her responsibilities within this process. Further each school will be provided with an Administration package that explains the same.

Signed as agreed at Burlington, on the 20th day of October, 2003.

FOR THE BOARD:

Dawn Beckett-Morton
Executive Officer, Human Resources

Debbie DeBoer
Manager of Human Resources

Brenda Kearney,
Superintendent

Carla Kisko
Superintendent

Marsha Williamson
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Ryan Luyk
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APPENDIX 1

Casual/Supply Educational Assistants

Casual/Supply Educational 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.

Effective October 20, 2003:

Casual/Supply Educational Assistants employed by the Halton District School Board for twenty (20) consecutive full-time days, 6.0 hours, in the same assignment or for forty (40) consecutive half days, 3.0 hours, in the same assignment will be eligible to be placed on the Term Specific Surplus List the following September.

Casual/Supply Educational Assistants employed by the Halton District School Board for twenty (20) consecutive full-time days, 6.0 hours, in the same assignment or for forty (40) consecutive half days, 3.0 hours, in the same assignment will be paid the appropriate start rate of the Group 1 or the Group 2 Wage Schedule as it would apply to the-assignment, retroactive to the first day of the assignment to that position.

In cases where Casual/Supply Educational Assistants are working alternate day schedules in JK/SK classes the alternate day schedule will be deemed consecutive for purposes of this Appendix.

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

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

Articles 1 (Purpose)

Article 2 (Recognition)

Article 4 (Association Dues)

Article 6 (No Strikes and Lockouts)

Article 7 (Interpretations and Definitions)

Article 9 (Grievance Procedure)

Article 10 (Arbitration)

Article 11.02 (Posting)

Article 13.06 – Workplace Safety & Insurance

Article 19 (Hours of Work)

Article 20 (Overtime) – Applicable to Long-Term Supply Educational Assistants only

Article 26 (Salary Schedule)

Article 27 (Travel Allowance) – Applicable to Long-Term Supply Educational

Article 28 (Term of Agreement) Assistants only